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March 8, 2016

Via Hand Delivery

Clerk of the Superior Court
Bergen County Courthouse
Chancery Division
One Bergen County Plaza
Hackensack, New Jersey 07601-7076

Re: Dumont Board of Education v. Borough of Dumont

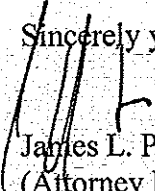
Dear Sir/Madam:

This firm represents the Dumont Board of Education in the above-captioned matter.

Enclosed is an original and two copies of a Verified Complaint, Letter Brief, Order to Show Cause, and a Certification of Service. Also enclosed is this firm's check in the amount of \$300.00 representing the Court's filing fee.

Kindly file the enclosed and return the extra copies, stamped filed, to this office in the envelope provided. Thank you. Please contact me if you have any questions or require further information.

Sincerely yours,


James L. Plosia Jr.
(Attorney ID No.: 023551988)

JLP:CAP/C:\Users\Front Desk\Google Drive\Shared\Dumont BOE\Borough Property\Clerk Lt w. Verified Complaint 3-16.doc
cc: Emanuel Triggiano, Superintendent of Schools (via UPS overnight w/encl.)
Gregg Paster, Esq. (via Hand Delivery w/encl.)



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Chancery Division
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Hackensack, New Jersey 07601-7076

Re: Dumont Board of Education v. Borough of Dumont

Dear Honorable Judge:

This firm represents the Dumont Board of Education ("Board") in the above-captioned matter. Please accept this letter brief in lieu of a more formal submission in support of the Board's request for execution of an Order to Show Cause mandating Defendant Borough of Dumont ("Defendant" or "Borough") to show cause why an Order should not be entered granting the relief set forth therein.

The facts set forth in this letter memorandum are drawn from the Board of Education's Verified Complaint ("Complaint"). The Board conveyed the property and building in Dumont at 50 Washington St. in Dumont to the Borough in 1962. See Exhibits A and B appended to the Board of Education's Verified Complaint. In the Agreement, which is specifically incorporated by reference into the Deed, the Borough agreed to offer the property and building at 50 Washington St. back to the Board in the event that the Borough declares that "it is no longer in

the public interest of the Borough of Dumont for the said Borough of Dumont to continue to use the premises in question". The Borough is, in that event required to offer the property back to the Board of Education for no consideration. See Exhibit A attached to the Complaint.

The Borough is in the process of seeking to convey to a private company called Landmark Dumont LLC (the "Developer"), the 50 Washington St. property. This conveyance is designed to allow the Developer to construct, in part, low income housing at the site and settle a "builder's remedy" lawsuit filed against the Borough by the Developer (BER-L-6065-15). Complaint at paragraph 25. While that may be a laudatory goal for the Borough, they have attempted to achieve this end in flagrant and willful derogation of the Board of Education's contractual and legal interests in the 50 Washington St. property, and have done so in a completely self-serving manner.

The Borough's willful repudiation of the Board's legal and contractual interest in the property was demonstrated to the public in February of 2015, when the Borough Mayor and Council enacted a Resolution directing the Dumont Planning Board ("Planning Board") to conduct a legally required hearing to determine whether the 50 Washington Avenue property is an "area of need of redevelopment" as set forth in N.J.S.A. 40A:12A-5. Complaint at paragraph 16. The Planning Board did so and eventually passed a Resolution so designating the property without providing any notice whatever to the Board, which was self-evidently entitled to such notice as an entity with a legally cognizable interest in the property. In fact, there is no evidence that the Borough even informed the Planning Board of the Board of Education's interest in the property. - Id. In addition, it is undisputed that the "blighted" condition of the 50 Washington St.

property was specifically and willfully created by the Borough of Dumont's own failure to care for property – or, in other words, was a self created hardship. Complaint at 10-14.

On June 30, 2015, the Borough passed a Resolution finding the property 50 Washington St. is “an area in need of redevelopment”. Complaint at paragraph 19. On March 8, 2015, the Borough posted on its website a proposed “Settlement Agreement” between the Borough and the Developer settling the two pending lawsuits between the parties and approving the Developer to construct improvements on the 50 Washington St. property, including but not limited to the construction of low income housing. See Complaint at paragraph 34 and Exhibit L attached thereto. The Borough is scheduled to vote on the proposed Settlement Agreement at its March 8, 2016 public meeting.

The Board has filed this action requiring the Borough to show cause why the Borough's actions in declaring the 50 Washington St. property “an area in need of redevelopment” to be null and void, thereby voiding all Resolutions and actions taken by the Borough in furtherance of those actions. The Board is also requesting a judicial declaration that the Borough has breached the 1962 Agreement and Deed for the property by seeking to declare the property to be “blighted” by its own actions and inactions, as well as a judicial declaration that the Board's “reversion” rights to the property will be triggered, as a matter of both contract and law, if the Borough enters into an agreement for the private development of the property.

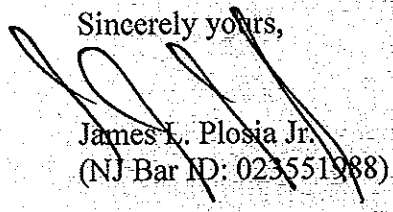
The legal right underpinning the Board's requested relief is obvious and undisputed: the 1962 Agreement and Deed provide that, if the Borough declares by Resolution that it will no longer use the premises on question, the Borough MUST offer the property, at no cost, back to

the Board of Education. The Borough has already taken actions to indicate that does not intend to use the property in question (in fact, it has not occupied the property for almost two years), and the Borough's stated intention to allow private development of the property triggers the Board of Education's reversion rights to the property. Despite this unequivocal obligation, the Borough has failed to offer the property to the Board; to the contrary, it has blithely and in willful defiance of its own contractual obligations to the Board proceeded to enter into an agreement with a private party for the development of 50 Washington St in Dumont. Thus, from its original actions in authorizing the Planning Board to conduct a study as to whether the property was "blighted" (a condition created by the Borough itself), to failing to provide notice to the Board of its "redevelopment" actions and to inform the Planning Board of the Board's interest in the property, to entering into the June 2015 "redevelopment" Resolution, to the Borough's stated intention to enter into an Agreement with Landmark for the development of the 50 Washington Avenue property, the Borough has willfully ignored if not repudiated the Board's contractual "reversion" rights to the property.

CONCLUSION

For the foregoing reasons, as well as those enumerated in the Verified Complaint attached to the Borough's Order to Show Cause, the Borough submits that the Court should grant the relief sought by the Board and restrain the Borough from violating the Board's rights with respect to the 50 Washington Street property in Dumont, New Jersey.

Sincerely yours,


James L. Plosia Jr.
(NJ Bar ID: 023551988)

PLOSIA COHEN LLC
Chester Woods Complex
385 Route 24, Suite 3G
Chester, New Jersey 07930
(908) 888-2547
Attorneys for Dumont Board of Education

DUMONT BOARD OF EDUCATION,

Plaintiff

v.

BOROUGH OF DUMONT,

Defendant

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY, CHANCERY
DIVISION

DOCKET NO.:

Civil Action

CERTIFICATION OF SERVICE

CAROL A. PERPERAS, of full age, hereby certifies as follows:

1. I am employed as a legal assistant with the firm of Plosia Cohen LLC, attorneys for Plaintiff in the above-captioned matter.

2. On March 8, 2016, I filed via hand delivery an original and two copies of a Verified Complaint, Letter Brief and Order to Show Cause with the Bergen County Clerk, Chancery Division, and simultaneously served true copies of same, via hand delivery as follows:

Gregg Paster, Esq.
Gregg F. Paster & Associates
18 Railroad Avenue, Suite 104
Rochelle Park, New Jersey 07662

3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Carol A. Perperas
Carol A. Perperas

Dated: March 8, 2016

/C:\Users\Front Desk\Google Drive\Shared\Dumont BOE\Borough Property\Cert of Serv w. Verified Complaint 3-16.doc

PLOSIA COHEN LLC
Chester Woods Complex
385 Route 24, Suite 3G
Chester, New Jersey 07930
(908) 888-2547
Attorneys for Plaintiff Dumont Board of Education

DUMONT BOARD OF EDUCATION,
Plaintiff

v.

BOROUGH OF DUMONT,
Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, BERGEN
COUNTY

DOCKET NO.:
Civil Action

ORDER TO SHOW CAUSE

THIS MATTER being brought before the court by James L. Plosia Jr., Esq., attorney for Plaintiff Dumont Board of Education ("Board"), seeking relief by way of summary action pursuant to R. 4:67- 1(a), based upon the facts set forth in the Verified Complaint filed herewith; and the Court having determined that this matter may be commenced by Order to Show Cause as a summary proceeding pursuant to R. 4:67-2 and for good cause shown.

IT IS on this _____ day of _____, 2016,

ORDERED that the Defendant, Borough of Dumont ("Borough"), appear and show cause on the _____ day of _____, 2016 before the Superior Court at the Bergen County Courthouse in Hackensack, New Jersey at _____ o'clock in the _____ noon, or as soon thereafter as counsel can be heard, why judgment should not be entered:

A. Finding that the Borough violated the notice requirements to the Board as set forth in N.J.S.A. 40A:12A-6b(3)(d);

B. Declaring that the Borough has breached its 1962 contract with the Board and/or the covenant of good faith and fair dealing by permitting a self-created hardship to persist at the 50 Washington property;

C. Declaring that the Borough has triggered or will trigger the Board's reversion interest if it enters into a contract with a developer to change the use of the property to affordable housing or convey, sell or give the property to a third party; and

D. Granting such other relief as the Court deems equitable and just.

And it is further **ORDERED** that:

1. A copy of this Order to Show Cause, Verified Complaint and all supporting Affidavits or Certifications submitted in support of this application be served upon the Defendant Borough of Dumont within ____ days of the date hereof, in accordance with R. 4:4-3 and R. 4:4-4, this being original process.

2. The plaintiff must file with the Court his/her/its proof of service of the pleadings on the defendant(s) no later than three (3) days before the return date.

3. Defendant shall file and serve a written answer, an answering affidavit or a motion returnable on the return date to this order to show cause and the relief requested in the verified complaint and proof of service of the same by _____, 2016. The answer, answering affidavit or a motion, as the case may be, must be filed with the Clerk of the Superior Court of Bergen County and a copy of the papers must be sent directly to the chambers of Judge _____.

4. The plaintiff must file and serve any written reply to the defendant's order to show cause opposition by _____, 2016. The reply papers must be filed with the

Clerk of the Superior Court in the county listed above and a copy of the reply papers must be sent directly to the chambers of Judge _____.

5. If the defendant does not file and serve opposition to this order to show cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that the plaintiff files a proof of service and a proposed form of order at least three days prior to the return date.

6. If the plaintiff has not already done so, a proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the court no later than three (3) days before the return date.



7. Defendant(s) take notice that the plaintiff has filed a lawsuit against you in the Superior Court of New Jersey. The verified complaint attached to this order to show cause states the basis of the lawsuit. If you dispute this complaint, you, or your attorney, must file a written answer, an answering affidavit or a motion returnable on the return date to the order to show cause and proof of service before the return date of the order to show cause. These documents must be filed with the Clerk of the Superior Court in the county listed above. A directory of these offices is available in the Civil Division Management Office in Bergen County Superior Court and online http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf. Include a \$175.00 filing fee payable to the "Treasurer, State of New Jersey." You must also send a copy of your answer, answering affidavit or motion to the plaintiff's attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve your answer, answering affidavit or motion with the fee or judgment may be entered against you by default.

8. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJLAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

9. The Court will entertain argument, but not testimony, on the return date of the order to show cause, unless the court and parties are advised to the contrary no later than _____ days before the return date.

_____. J.S.C.

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. _____ AMOUNT: _____ OVERPAYMENT: _____ BATCH NUMBER: _____	
	ATTORNEY / PRO SE NAME James L. Plosia Jr., Esq.		TELEPHONE NUMBER (908) 888-2547	
	COUNTY OF VENUE Bergen		DOCKET NUMBER (when available)	
FIRM NAME (if applicable) Plosia Cohen LLC			DOCUMENT TYPE	
OFFICE ADDRESS Chester Woods Complex 385 Rt. 24, Suite 3G Chester, NJ 07930			JURY DEMAND <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) Dumont Board of Education		CAPTION Dumont Board of Education v. Borough of Dumont		
CASE TYPE NUMBER (See reverse side for listing) 801	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE: _____				



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 166 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 268 HORMONE REPLACEMENT THERAPY (HRT) | 288 PRUDENTIAL TORT LITIGATION |
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETA/AREXIA | 291 PELVIC MESH/GYNECARE |
| 279 GADOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 284 NUVARING | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 601 ASBESTOS |
| 287 YAZ/YASMIN/OCELLA | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

☐ Putative Class Action

☐ Title 59

PLOSIA COHEN LLC
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385 Route 24, Suite 3G
Chester, New Jersey 07930
(908) 888-2547
Attorneys for Plaintiff Dumont Board of Education

DUMONT BOARD OF EDUCATION,

Plaintiff

v.

BOROUGH OF DUMONT,

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, BERGEN
COUNTY

DOCKET NO.:

Civil Action

VERIFIED COMPLAINT

Plaintiff Dumont Board of Education ("Plaintiff" or "Board"), with its principal offices at 25 Depew Street, Dumont, New Jersey 07628, hereby states by way of Verified Complaint against Defendant Borough of Dumont ("Defendant" or "Borough"), with its principal offices at 80 West Madison Avenue, Dumont, New Jersey 07628:

1. The Dumont Board of Education is a duly elected and constituted Board of Education statutorily charged with the operation and management of the Dumont Public School District.

2. Defendant Borough of Dumont is a body corporate and politic charged with the operation and management of the municipality of the Borough of Dumont.

3. The Dumont School District is a "Type II" School District, meaning that its nine Board of Education members are elected by the public (as opposed to a "Type I" School District, in which Board of Education members are appointed by the Mayor).

4. Prior to 1962, the Board was the owner in fee simple of the property known as the Washington Avenue School, located at 50 Washington Avenue, in the Borough of Dumont.

5. In April of 1962, the Board and the Borough entered into an agreement by which the "Board agree[d] to convey to the Borough by Bargain and Sale Deed . . ." the property and building located at 50 Washington Avenue, Dumont. See Exhibit A attached.

6. Paragraph 6 of the Agreement contains the following language:

That in the event the Mayor and Council of the Borough of Dumont shall, at some future date, adopt a Resolution declaring that it is no longer in the public interest of the Borough of Dumont for the said Borough of Dumont to continue to use the premises in question, then before the Mayor and Council of the Borough of Dumont shall have the legal right either to sell or to transfer and convey the premises in question to any third party, the said Mayor and Council of the Borough shall first offer to convey, transfer and give the premises in question, together with all improvements which may then be situated on said premises, to the Board of Education of the Borough of Dumont, the said conveyance, transfer and gift to be used by the said Board of Education within the scope of Title 18 of the New Jersey Statutes, and said transfer and conveyance to be made without any consideration to be paid for same.

7. This Agreement resulted in an "Indenture" between the Board and Borough, dated June 7, 1962, by which the Board conveyed to the Borough an interest in the property and building at 50 Washington Avenue in Dumont to the Borough. The following language is found on page one of that Indenture: "Subject to the terms of an agreement between the Mayor and Council of the Borough of Dumont and the Board of Education of the Borough of Dumont, both in the County of Bergen and State of New Jersey, and dated April 26, 1962." See Exhibit B attached.

8. Between 1962 and 2014 the Borough occupied the building at 50 Washington Avenue as its Municipal Building and Police Department.

9. During this period of occupancy, the Borough failed to properly maintain the building located at 50 Washington Avenue.

10. Evidence of this failure to maintain the property is found, inter alia, in a November 28, 2011 report from Melissa Johnson, MS, IH, an employee of the Bergen County Department of Health Services. That report noted significant evidence of mold in the building and a foul, musty odor. At the time of the 2011 report the building was still occupied by municipal employees. The mold resulted from leaks in the building, which the Borough failed to address by repairing the roof. The report noted in part that “[w]ater stains were present, and the surface is peeling, in fact there is evidence that this deterioration is not new, but has been occurring for some time. . . It is clear that there has been an extensive amount of water/moisture within the building for many years.” See Exhibit C attached at page 4. The report made several structure repair recommendations, including repairing the exterior brick wall, fixing the roof of the building to prevent leaks, etc. The deterioration of the building is reflected in several pictures in the report.

11. In August of 2014 Ms. Johnson of the Bergen County Health Department returned to the property to investigate industrial hygiene complaints. She did so at the request of Borough Police Officers, who were complaining about the hazardous conditions which prevailed in the building. See Exhibit D attached. In that report Ms. Johnson stated the following:

a) “The building is currently in a deteriorating condition, and it has not yet been determined whether it will be renovated or if a new facility will be built on or off that site. The entire roof is in disrepair and in need of total replacement.” Id. at page 2.

b) “Plastic on the walls and plywood on the ceiling does not constitute remediation. Areas of the roof have folded tarp with items placed on top to secure the tarp from moving.” Id. at 3.

c) “The majority of the recommendations listed on the BCDHS’ Occupational Health Division 2011 report [aforementioned Exhibit C] were not addressed.” Id. at 5 (emphasis in original),

d) “. . . [t]he roof continues to leak profusely and shingles can be found in large quantities on all sides of the building. The masonry at the base of the building and above has deteriorated; bricks and stones have fallen off and are worn from the weather. Mortar is missing throughout. The two large stairwells are in much poorer condition, as a result of the faulty roof. Debris is falling off, visible mold is present and the area has been covered with black plastic garbage bags.” Id.

e) “. . . [v]ery limited amount of renovations and/or remediation has occurred within the last six years. . . resulting in a structure that does not provide a workplace free of recognized hazards; that causes or is likely to cause serious physical harm to employees within the building. Id. at 6.

12. The Borough failed to remediate the conditions in the building outlined in the 2011-2014 Bergen County Health Department reports. Rather, in or around September of 2014, the Borough decided to vacate Borough Hall.

13. Asbestos had been identified in the building prior to the 2013 Bergen County Health Department report. In May of 2013, the firm of Arcari Iovino Architects, PC issued a "Final Report" to the Borough of Dumont. This report, which had been commissioned and paid for by the Borough, includes a \$450,000.00 estimate for demolition/removal of hazardous materials for the building at 50 Washington Avenue. A footnote to this estimate states that "[d]emolition allowance includes the Municipal Building and the buildings at the proposed additional properties. Hazardous materials abatement scope is unknown at this time." See Exhibit E attached (at page 6-2).

14. Although the Borough has not occupied the building at 50 Washington Avenue since 2014, the Mayor and Council of the Borough have been discussing since that time the possibility of renovating the existing building so as to make it "habitable" for Borough offices again. See e.g., Exhibit F.

15. In February of 2015, the Borough hired Maser Consulting, P.A., to conduct a "Redevelopment Study Area Determination Need" for the 50 Washington Avenue property in Dumont. See Exhibit G attached.

16. On February 17, 2015, the Dumont Mayor and Council passed a Resolution directing "[t]he Joint Land Use Order of the Borough of Dumont. . . to conduct a preliminary investigation to determine whether the aforementioned Property [50 Washington Avenue]. . . constitute an 'area in need of redevelopment' according to the criteria set forth in N.J.S.A. 40A:12A-5." See Exhibit F attached. The same day the Borough enacted a separate Resolution to apportion funds with which to contact with Maser Consulting to commission a report. See Exhibit H attached. Neither Resolution makes any mention of the 1962 Agreement and Deed

which, as explained above, requires the Borough to offer to convey, for no cost, 50 Washington Avenue back to the Board of Education if the Dumont Mayor and Council “adopt a Resolution declaring that it is no longer in the public interest of the Borough of Dumont for the said Borough of Dumont to continue to use the premises in question. . .”.

17. The Planning Board did not provide any notice to the Dumont Board of Education of its statutorily required “redevelopment” hearing.

18. Neither the Dumont Board of Education nor the School District Administration were formally notified of the hearing in May of 2015.

19. On June 30, 2015, the Dumont Planning Board passed a Resolution finding that 50 Washington Avenue constitutes “an area in need of redevelopment”. See Exhibit I attached. The Resolution also noted that the Board had considered the testimony of Darlene Green, a Maser Consulting representative. The Resolution also asserted that the June 30, 2015 public hearing was conducted “pursuant to proper notice”.

20. In August of 2015, McNerney and Associates, an appraisal firm in Bergen County, presented the Dumont Mayor and Council with its appraisal of the Municipal building located at 50 Washington Avenue (the Borough had retained this firm to conduct the appraisal). See Exhibit J attached. As asserted therein, in the professional opinion of McNerney and Associates, the net market value of the building and property on 50 Washington Avenue was \$885,000.00. The appraisal value conclusion was reached by subtracting \$153,810.00 (“cost of demolition”) from the appraised value of \$1,039,500.00, leaving a total of \$885,000.00. Id. at page 29 of the report. No mention is made in this 29 page report of Dumont Board of

Education's "interest" in the 50 Washington Avenue property; in fact, under the "Summary of Salient Facts and Conclusions" section in the preliminary section of the report, McNerney states under the category of "Property Rights Appraised": "Fee Simple Estate".

21. On page 3 of the report, McNerney defines a Fee Simple Estate as "[a]bsolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." Thus, as noted above, it appears, that the Borough of Dumont never shared with McNerney the existence of the Board of Education's "interest" in the property. The Board of Education has an undisputed legal "interest" in 50 Washington Avenue.

22. The Borough of Dumont and the Dumont Board of Education have had several meetings, attended by representatives of the respective elected bodies, administration and attorneys, to discuss the Board's interest in the property. At each such meeting the Borough representatives have verbally acknowledged the existence of the Board's "property reversion rights" to the 50 Washington Avenue property. In addition, at no point did any Borough representatives ever claim or even imply that the Board of Education's interest in the property would in any way be extinguished or diminished by the property having been declared to be an "area in need redevelopment". Indeed, the Borough has on more than one occasion made a financial offer to the Dumont Board of Education to in effect "buy out" the Board's reversion interest in 50 Washington Avenue. These offers have been made by the Borough at the same time that the Borough has been pursuing its redevelopment plans for the 50 Washington Avenue property.

23. On February 2, 2016, the Dumont Mayor and Council adopted a Resolution purporting to designate 50 Washington Avenue as “an area in need of redevelopment”. See Exhibit K attached.

24. The Borough has made repeated public pronouncements that its intention with respect to the declaration that its purpose in declaring 50 Washington Avenue to be an “area in need of redevelopment” is to enter into an agreement with Landmark Real Estate Company as a developer of the property, for the purpose of having Landmark construct housing units so as the Borough can comply with its Mt. Laurel COHA obligations.

25. Landmark has a pending “builder’s remedy” lawsuit against the Borough, in which Landmark seeks a judicial order allowing the company to construct affordable housing units on property in Dumont formerly known as D’Angelo Farms (which Landmark has purchased for \$3.5 million dollars). There has been strong public opposition to Landmark’s “D’Angelo Farms” proposal, and Borough officials have proposed, as an alternative to the D’Angelo Farms development, that Landmark construct affordable housing units at the 50 Washington Avenue site. A component of this proposal is that the Borough would convey that property to Landmark.

26. Despite the repeated private acknowledgments of Borough representatives to Board of Education representatives that the Borough recognizes and accepts the Board of Education’s “reversion” interest in the 50 Washington Avenue property, the Borough has since February of 2015 taken repeated actions with respect to the 50 Washington Avenue property in

disregard and/or contravention of the Board of Education's property interest in the 50 Washington Avenue property.

28. On March 7, 2016 one or more members of the Board learned through a posting on the Borough's website that the Borough had on its Agenda for March 8, 2016 a vote to approve a Settlement Agreement between the Borough, Planning Board and the developer (Landmark), to which the Board is not a party. See Exhibit L attached.

COUNT I

FAILURE TO COMPLY WITH N.J.S.A. 40A:12A-6 NOTICE REQUIREMENTS

29. Plaintiff repeats and alleges each and every allegation contained in paragraphs 1-28 of the Verified Complaint as if fully set forth herein.

30. The Dumont Mayor and Council was required, both as a matter of both law and fundamental fairness, to advise the Dumont Planning Board in the spring of 2015 that the Dumont Board of Education had a legally cognizable "reversion" interest in the 50 Washington Avenue property.

31. Despite the undisputed existence of this legal and equitable obligation, the Borough failed to inform the Dumont Planning Board of the Dumont Board of Education's interest in the property in question.

32. Consequently, the Dumont Planning Board failed to provide the legally required notification of a public hearing to the Dumont Board of Education. Such notification was legally required by N.J.S.A. 40A:12A-6b(3)(d), which requires in pertinent part that the Planning Board send a notice to all persons “whose names are noted on the assessment records as claimants of an interest of any such parcel.” Not only is the Dumont Board of Education’s interest in the 50 Washington Avenue property memorialized in the 1962 Deed and Agreement, but the Borough of Dumont has never denied the existence of the Board’s “interest” in the property and, to the contrary, has repeatedly and explicitly acknowledged said existence in meetings with the Board of Education.

33. The Planning Board’s failure to give the Dumont Board of Education written notice of its scheduled June 30, 2015 hearing, which hearing was conducted pursuant to and as required by N.J.S.A. 40A:12A-1, et seq, renders the June 30, 2015 Planning Board Resolution null and void. The Planning Board’s failure was the direct result of the purposeful action by the Borough to fail to inform the Planning Board of the Board’s reversion interest in the property, which thereby deprived the Board of notice and the opportunity to be heard as to the Planning Board’s proposed actions.

34. Because the June 30, 2015 Resolution of the Dumont Planning Board is null and void, any subsequent action taken and reliance upon said Resolution by the Borough of Dumont is also null and void, including but not limited to the February 2, 2016 Resolution.

WHEREFORE, the Dumont Board of Education requests the following relief:

An Order declaring that the Dumont Planning Board's June 30, 2015 Resolution is null and void.

An Order that the Borough of Dumont's February 2, 2015 Resolution is null and void as having been enacted in reliance upon the invalid Dumont Planning Board's June 30, 2015 Resolution.

An Order directing the Dumont Planning Board, should the Borough of Dumont wish to again undertake the "redevelopment/blighted area designation" process for the 50 Washington Avenue property, to do so in compliance with N.J.S.A. 40A:12A-1, et seq. which requirements include, inter alia, written notice to the Dumont Board of Education prior to conducting any Dumont Planning Board hearing on the question of whether the property in question is a "an area in need of redevelopment".

COUNT II

SELF CREATED HARDSHIP – BREACH OF CONTRACT/IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING

35. Plaintiff repeats and alleges each and every allegation contained in paragraphs 1-34 of the Verified Complaint as if fully set forth herein.

36. The Borough had a contractual and legal obligation to maintain the 50 Washington Avenue property in habitable condition.

37. The Borough failed to meet this obligation, thereby allowing the property to fall into a dangerous condition of disrepair. In so doing the Borough breached its contractual and legal obligations to the Board and acted in improper derogation of the Board's legally vested "reversion" rights to the 50 Washington Avenue property.

38. It is disingenuous at best and illegal at worst for the Borough, having itself as the owner of the property (albeit subject to the Board's "reversion" rights), to declare the property "an area in need of redevelopment", when it was their action in failing to maintain the property which resulted in this "need".

39. The Borough's action in having created the "blighted" condition of the 50 Washington Avenue property as owner, then seeking to benefit from the self-created condition to declare the property "an area in need of redevelopment" so as to convey the property to a private developer, is improper, inequitable, and illegal.

WHEREFORE, the Dumont Board of Education requests the following relief:

An Order declaring the Borough's actions in first creating a "blighted" area on the 50 Washington Avenue property, then declaring its own property to be "an area in need of redevelopment" so as to transfer ownership of the property to a private developer, to be illegal;

A permanent judicial restraint prohibiting the Borough of Dumont from selling or otherwise encumbering its interest in the property without the Borough acting in

compliance with and consistent with its legal obligations to the Dumont Board of Education in the aforescribed 1962 Agreement and Deed.

A permanent judicial restraint prohibiting the Borough from taking any action to declare the 50 Washington Avenue property to be an “area of need of redevelopment”, because the Borough, as the owner of that property, created this condition by failing to properly maintain and repair the building located at 50 Washington Avenue.

COUNT III

RIGHT TO REVERSION

40. Plaintiff repeats and alleges each and every allegation contained in paragraphs 1-39 of the Verified Complaint as if fully set forth herein.

41. The Borough’s actions in declaring the 50 Washington Avenue property to be “an area in need of redevelopment” and in attempting to convey its interest in said property to a private developer is contrary to and in violation of the Board’s “reversion” rights to the property as set for in the 1962 Agreement and Deed.

42. The Borough’s “redevelopment” Resolution constitutes an action which triggers the Borough’s contractual and legal obligation to offer, pursuant to the 1962 Agreement and Deed, back to the Dumont Board of Education for no monetary consideration.

43. Paragraph 4 of the Borough's February 2, 2016 Resolution states that the property "has deteriorated to the point where it is no longer safe and all municipal offices have relocated from the structure, which is now vacant".

44. By enacting this Resolution, the Borough has admitted and acknowledged that "it is no longer in the public interest for the said Borough to continue to use the premises in question . . .". See Exhibit A at paragraph 3.

45. The Borough has violated its legal obligation to "first offer to convey, transfer, and give the premises in question . . . to the Board of Education of the Borough of Dumont . . . said transfer and conveyance to be made without any consideration to be paid for same" prior to attempting to sell, convey or give the premises to a third party. See Exhibit A at page 6.

WHEREFORE, the Dumont Board of Education requests an Order requiring the following relief:

An Order prohibiting the Borough of Dumont from taking any action which would result in its selling, transferring, or otherwise encumbering the 50 Washington Avenue property without first complying with its contractual and legal obligations set forth in the 1962 Agreement and Deed.

DESIGNATION OF TRIAL COUNSEL

Please take notice that pursuant to R. 4:25-4, James L. Plosia Jr., Esq., is hereby designated as trial counsel in the within matter.

CERTIFICATION PURSUANT TO R. 4:5-1

The undersigned, James L. Plosia Jr., certifies on behalf of the plaintiff as follows:

1. I am an attorney licensed to practice in the State of New Jersey for the above-named plaintiff in the subject action.
2. The matter in controversy in this case is not, to my knowledge, the subject of any other action pending in any court or arbitration proceeding, nor is any other action or arbitration proceeding contemplated. Notwithstanding same, the instant matter is related to the litigations entitled Landmark Dumont LLC v. Borough of Dumont & Planning Board of Borough of Dumont, BER-L-1297-14 ("Builders Remedy Action") and IMO Borough of Dumont, BER-L-6065-15 ("Declaratory Judgment Action), which involve the Borough's purported rights to the 50 Washington Property, and their attempts to use that property to avoid their responsibilities under State law.
3. It is possible that at some point in the future, depending on discovery and the positions taken by Defendant, this Complaint may require amendment to add the Planning Board of the Borough of Dumont as a Defendant.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

PLOSIA COHEN LLC
Attorneys for Plaintiff

By: _____

JAMES L. PLOSIA JR.

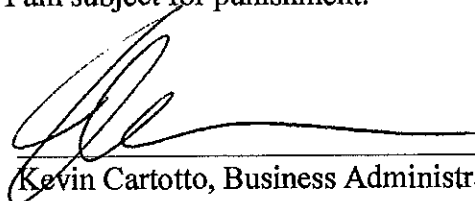
DATED: March 8, 2016

VERIFICATION

Kevin Cartotto, of full age, hereby certifies as follows:

1. I am the Business Administrator for the Dumont Board of Education, the Plaintiff in this matter. I hereby certify that the facts set forth in the attached Verified Complaint are true to the best of my knowledge.

2. I hereby certify that the foregoing statements are true. I am aware that if any of the foregoing statements are willfully false, I am subject for punishment.



Kevin Cartotto, Business Administrator

Dated:

March 7, 2016

EXH. A

THIS AGREEMENT made this 26th day of April, 1962,
between

BOARD OF EDUCATION OF THE BOROUGH OF DUMONT,
a corporation, having its offices at Dumont
High School, New Milford Avenue, in the
Borough of Dumont, County of Bergen and
State of New Jersey, hereinafter designated
as Board;

and

THE BOROUGH OF DUMONT, a municipal corpora-
tion of the State of New Jersey, having its
principal office at 10 Dumont Avenue, in the
Borough of Dumont, County of Bergen and
State of New Jersey, hereinafter designated
as Borough.

WHEREAS, the Board has declared that the premises and build-
ing known as the Washington Avenue School are no longer desir-
able and required for school purposes and that the same shall
be conveyed to The Borough of Dumont for municipal purposes
subject to certain rights of user reserved to the Board.

W I T N E S S E T H

THAT, for and in consideration of the covenants and agree-
ments herein contained and pursuant to N.J.S.A. 18:5-27 and
28, the Board and the Borough agree as follows:

1. Board agrees to convey to the Borough by
Bargain and Sale Deed all of those lands and premises situate,
lying and being in the Borough of Dumont, and more particular-
ly described as follows:

BEGINNING in the middle of the Schraalenburgh
Public road (now known as Washington Avenue)
at the southeasterly corner of said lot and
northeasterly corner of the lot of land late
of Abraham D. Demarest, deceased, and running
thence (1) North 85 degrees West 4 chains and
69 links; thence (2) North 19 degrees East
2 chains and 27 links; thence (3) South 83
degrees East 4 chains and 68 links to the
middle of the aforesaid public road; thence
(4) South 19 degrees West 2 chains and 12
links along the middle of said road to the
place of Beginning.

CONTAINING one acre bounded northerly and westerly by land formerly of Leonard Quackenbush and Elizabeth, his wife, southerly by land in part of Abraham D. Demarest, deceased, and part of land formerly of Wm. Bruce and easterly by the middle of said public road.

ALSO known and designated on the present Tax and House Number Map of The Borough of Dumont as Lot 12 in Block 86.

BEING the same premises conveyed to the Trustees of School District Number 11, of the Township of Palisade in County of Bergen, N. J. (now known as Board of Education of The Borough of Dumont, in the County of Bergen), by deed dated July 18, 1888, and recorded in the Bergen County Clerk's Office on July 23, 1888, in Book N-12 at page 207 &c.

2. Borough agrees to occupy and use said land and premises for use as a Borough Hall and other allied municipal purposes within six (6) months from the date of the delivery to it of the deed of conveyance and in the event that Borough fails to do so, or to obtain an extension of time from Board, said land and premises shall revert to Board.

3. Borough further agrees that upon occupying and using said premises for municipal purposes, that it shall provide and hold available to Board five contiguous rooms on the second floor of the building on said premises for possible use by the Board for classrooms, together with two separate toilet facilities (one for each sex) on the second floor of said building, said space and toilet facilities to continue to be available for a period of ten (10) years from the date of the conveyance of the premises by Board to Borough.

4. It is further agreed between Board and Borough that in the event Board should require the rooms provided for in paragraph 3 hereof for class purposes, that Borough will make the same available without rental charge to Board and

subject only to such additional costs for janitorial services and proportional share of heat and light costs as shall be required for use of said rooms as classrooms, said cost to be borne by Board.

5. In the event that Borough and Board are unable to agree upon the terms of the charges to be borne by Board, said matter shall be subject to arbitration. Both Board and Borough shall each appoint an arbitrator and the two arbitrators shall select a third arbitrator and the decision of this panel of three arbitrators in such matter shall be final and conclusive. In the event of the inability of the two arbitrators, as selected respectively by the Board and the Borough, to agree upon a third arbitrator, then the procedure laid down in the New Jersey Arbitration Act (New Jersey Revised Statutes 2A:24-1, et seq., and particularly 2A:24-5) shall be applied.

6. That in the event the Mayor and Council of the Borough of Dumont shall, at some future date, adopt a resolution declaring that it is no longer in the public interest of the Borough of Dumont for the said Borough of Dumont to continue to use the premises in question, then before the Mayor and Council of the Borough of Dumont shall have the legal right either to sell or to transfer and convey the premises in question to any third party, the said Mayor and Council of the Borough of Dumont shall first offer to convey, transfer and give the premises in question, together with all improvements which may then be situated on said premises, to the Board of Education of the Borough of Dumont, the said conveyance, transfer and gift to be used by the said Board of Education within the scope of Title 18 of the New Jersey Statutes, and said transfer and conveyance to be made without any consideration to be paid for same.

7. It is agreed by and between Board and Borough that attorney for Borough shall prepare all documents necessary to the transfer of the Washington Avenue School and submit the same to Attorney for Board for approval. Borough shall pay all legal expenses of the Board's attorney in connection with the preparation and approval of said documents.

8. The deed of conveyance shall contain a reference to this agreement, and all pertinent sections of this agreement shall survive the transfer of title by Board to Borough.

IN WITNESS WHEREOF, the Board has caused this agreement to be signed by its proper officers and its seal affixed, and Borough has caused this agreement to be signed by its proper municipal officials and its corporate seal affixed hereto, the day and year first above written.

BOARD OF EDUCATION OF THE BOROUGH
OF DUMONT

By John C. Lehne President

Attest:



Joseph Serra
Secretary

THE BOROUGH OF DUMONT

By Harold J. Wittenbauer
Harold J. Wittenbauer Mayor



John R. Zellweger
Borough Clerk

ExH. B

Index

BOARD OF EDUCATION OF THE
BOROUGH OF DUMONT

TO

THE BOROUGH OF DUMONT

Date,

19 62

Received in the Office of
the County of on
the day of A.D.
19 at o'clock in the noon
and Recorded in Book of DEEDS
for said County, on page

EVERETT I. SMITH
COUNSELOR AT LAW
CITY NATIONAL BANK BUILDING
241 MAIN STREET
HACKENSACK, N.J.

This Indenture,

Made the 7th day of June, in the year of our Lord
One Thousand Nine Hundred and sixty-two.

Between **BOARD OF EDUCATION OF THE BOROUGH OF DUMONT,**
having its office at Dumont High School,
New Milford Avenue, in the Borough of Dumont,
County of Bergen and State of New Jersey,

a corporation of the State of New Jersey,

And **THE BOROUGH OF DUMONT,** a municipal corporation
of the State of New Jersey, having its principal
office at 10 Dumont Avenue, in the Borough of
Dumont, County of Bergen and State of New Jersey,

Witnesseth, That the said party of the first part, for and in consideration of
ONE (\$1.00) DOLLAR and other valuable consideration

lawful money of the United States of America,

to it in hand well and truly, paid by the said party of
the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid,
has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these
presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of
the second part, and to **its successors** and assigns, forever, **All that certain**

lot, tract or parcel of land and premises, hereinafter particular-
Township of Palisade being in the Borough of Dumont (formerly
in the County of Bergen and State of New Jersey.
BEING in the middle of the Schraalenburgh Public road (now known
as Washington Avenue) at the southeasterly corner of said lot and
northeasterly corner of the lot of land late of Abraham D. Demarest,
deceased, and running thence (1) North 85 degrees West 4 chains and
69 links; thence (2) North 19 degrees East 2 chains and 27 links;
thence (3) South 83 degrees East 4 chains and 68 links to the middle
of the aforesaid public road; thence (4) South 19 degrees West 2
chains and 12 links along the middle of said road to the place of
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CONTAINING one acre bounded northerly and westerly by land formerly of
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of Abraham D. Demarest, deceased, and part of land formerly of Wm.
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BEING the same premises conveyed to the Trustees of School District
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(now known as Board of Education of The Borough of Dumont, in the
County of Bergen), by deed dated July 18, 1888, and recorded in
the Bergen County Clerk's Office on July 23, 1888, in Book N-12 at
page 207 &c.

SUBJECT to the terms of an agreement between the Mayor and Council
of The Borough of Dumont and the Board of Education of The Borough
of Dumont, both in the County of Bergen and State of New Jersey, and
dated April 26th, 1962.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

To have and to Hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, ~~its successors~~ and assigns, to the only proper use, benefit and behoof of the said party of the second part, ~~its successors~~ and assigns forever:

In Witness Whereof, the said party of the first part has caused these presents to be signed by its Secretary President and its corporate seal to be hereto affixed and attested by its the day and year first above written.

BOARD OF EDUCATION OF THE BOROUGH OF
DUMONT

By John C. Lehne President

Attest Joseph Serra
Secretary

State of New Jersey, } ss:
County of ~~BERGEN~~

Be it remembered, That on this 7th day of June, Nineteen hundred and sixty-two, the subscriber, a Notary Public of the State of New Jersey personally appeared Joseph Serra Secretary who being by me duly sworn on his oath, says that he is the

of **BOARD OF EDUCATION OF THE BOROUGH OF DUMONT** the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by

John C. Lehne

who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and Subscribed before me at Dumont, New Jersey the date aforesaid

Bertha F. Rich
Bertha F. Rich
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 16, 1963

Joseph Serra
Joseph Serra

EXH. C



COUNTY OF BERGEN
DEPARTMENT OF HEALTH SERVICES
Environmental Division

327 East Ridgewood Avenue • Paramus, New Jersey 07652-4895
(201) 634-2780 • FAX (201) 599-6270
healthdept@co.bergen.nj.us
www.bergenhealth.org

Kathleen A. Donovan
County Executive

Nancy Mangiori, DNP, C-PHEP, CPM
Director/Health Officer

November 28, 2011

Melissa Johnson, MS, IH
Bergen County Dept. of Health Services
327 Ridgewood Avenue
Paramus, NJ 07652

John Perkins
Borough Administrator
Dumont Borough Hall
50 Washington Avenue
Dumont, NJ 07663

Dear Mr. Perkins,

The enclosed report describes the findings of an industrial hygiene investigation of the Dumont Police Departments Evidence Locker Room, located at 50 Washington Ave, Dumont, NJ. It also provides recommendations for the control of identified occupational health and safety hazards. With the intent that all involved parties work together to address and to solve existing problems, this information is being provided simultaneously to management, employees and the union.

If there are any questions regarding the investigation or the contents of the report, please direct them to 201-634-2785 between the hours of 9:00am and 4:00pm. We feel that this cooperative effort between employers, employees and local health agency personnel will be a positive step towards promoting and maintaining good health among the working population of Bergen County. I look forward to assisting you in the future if needed.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Melissa Johnson", is written over a horizontal line.

Melissa Johnson, MS, IH

Cc: Brian Venezio, Chief of Police
Michelle Dillon, REHS

APPENDIX

Appendix A: *Commonly Asked Questions About Mold*, BC Department of Health (BCDHS)
Appendix B: *Mold*, Centers for Disease Control and Prevention (CDC)
Appendix C: *Indoor Bioaerosols*, NJ Department of Health and Senior Services (NJDHHS)
Appendix D: *Indoor Air Quality*, NJDHHS
Appendix E: *Indoor Air Quality Log*, BCDHS
Appendix F: *Indoor Air Quality Audit*, BCDHS
Appendix G: *Ventilation Assessment Guide*, BCDHS
Appendix H: *Industrial Hygiene Consultants List*, American Industrial Hygiene Association
Appendix I: *Indoor Environmental Remediation Firms*
Appendix JI: *Guide to Effective Joint Labor/Mgmt Safety & Health Committees*, NJDHHS

BACKGROUND

Employees in the Dumont Municipal Building are experiencing symptomology which may be related to poor indoor air quality. Indoor air quality assessment was made as a result of concerns of intermittent presence of mold, the quality of the air inside of the building, as well as other potential issues.

Prior to the industrial hygiene investigation, an Industrial Hygienist, questioned employees to determine the potential hazards. Reports of a foul, musty odor and the evidence of mold were present. To a host of occupational safety and health issues, however, this report is in regard to a mold issue located on the wall and ceiling of the Locker #1; Evidence Room.

RESULTS

A calibrated Vulcan environmental indoor air analyzer was used to obtain direct carbon dioxide levels. The permissible exposure limit for carbon dioxide (CO_2), set by Public Employees Occupational Health and Safety Administration (PEOSH) is 1000 parts per million over an eight hour work day. Carbon dioxide, a byproduct of human respiration, is an indicator of the lack of fresh outdoor air. PEOSH recommends a minimum rate of 20 cubic feet per minute per person of fresh air. This is portable instruments that also measures temperature in degrees Fahrenheit, relative humidity and carbon monoxide (CO).

Carbon Monoxide - This substance is an odorless and tasteless gas which is usually found as a waste product of incomplete combustion. Sampling is usually conducted when headaches are reported simultaneously by several occupants. It is important to rule out the possibility of hazardous levels of this gas.

Carbon Dioxide - This substance is a natural byproduct of human respiration and would not typically be present in working environments or office situations at anything approaching hazardous levels. Concentrations exceeding 600 ppm (parts per million) have been cited as being indicative of insufficient fresh air ventilation and a cause of discomfort to occupants. When we detect levels that are considerably higher than outdoors, or if levels are shown to build up significantly over the work day, this is also indicative of insufficient ventilation.

Temperature and Relative Humidity - During summer, thermal environmental guidelines for human occupancy indicate temperature readings should be within 73°F to 79°F and relative humidity within 40% to 60%. During winter, temperature readings should be within 69°F to 76°F and relative humidity within 30% to 50%.

AVG VULCAN READINGS:

	<u>CO₂</u>	<u>R. H.</u>	<u>CO</u>	<u>TEMP</u>
Main Office (front)	1258 ppm	41	2 ppm	70.5
Capt. Faulborn office (rear)	1101 ppm	45	1 ppm	67.9
Locker 1	1144 ppm	58	1 ppm	65.6
Records/Clerk Area	1086 ppm	43	2 ppm	69.6
Detective Bureau	930 ppm	41	0 ppm	72.0
Sgt. Ready Room	919 ppm	37	2 ppm	69.9

A GE Protimeter Moisture Measurement System (MMS) was used to measure the moisture levels of the building materials. The subsurface readings in the Evidence Locker Room between 30-80% wet, while the surface measurements were between 27-60% wet.

FINDINGS

IAQ/Ventilation

In many cases, health symptoms reported by building occupants are of a non-specific nature and may include headache, lightheadedness, excessive drowsiness, eye, throat or respiratory irritation, inability to wear contact lenses and a rash. Often occupants will report the sensations of stuffy or stagnant air. These types of problems are often associated with a lack of adequate fresh air, allowing low levels of a variety of contaminants to build up in the room's air supply. The carbon dioxide levels in six areas were compared to the PEOSHA Indoor air quality standard in buildings occupied by public employees during their regular work shift.

The Vulcan results provide instantaneous readings taken at different times. Some levels were above the PEOSHA permissible exposure limit. Additionally, all readings were above 600ppm; a threshold in which many individuals begin to experience side effects to lack of fresh outdoor air. Some individuals are more sensitive than others; this includes those with asthma, hay fever, other allergies, as well as those with a weakened immune system. The current employee health concerns are consistent with inadequate indoor air quality, carbon dioxide exposure, allergies and are most likely related to a combination of the above findings.

Water Intrusion and Mold Growth

The rear wall and ceiling of the locker area (evidence room) is wet and has mold growing on the surface. Water stains were present, and the surface is peeling, in fact there is evidence that this deterioration is not new, but has been occurring for some time. There is also evidence of previous repairs to stop water from entering the building. There are stained ceiling tiles in the area and the presence of water stains inside of light fixtures. It is clear that there has been an extensive amount of water/moisture within this building for many years.

Mold can grow on any substance as long as moisture or water, oxygen and an organic source are present. Mold will reproduce by creating tiny spores (viable seeds) that usually cannot be seen without magnification. Employees reported symptoms consistent with mold exposure:

Symptoms of mold exposure

Nasal or sinus congestion	Sneezing	Skin Irritation (rash or itching)
Sensitivity to light	Sore Throat	Eye, skin and respiratory irritation
Sneezing	Cough	Shortness of breath
Nausea	Diarrhea	
Fatigue	Headache	

Some mold that grows indoors can produce chemicals called mycotoxins. Mycotoxins are toxic to other microorganisms. For example, bioaerosols are microorganisms or particles, gases, vapors, or fragments of biological origin that are in the air. Bioaerosols enter the human body through inhalation so the diseases they can cause usually affect the respiratory system. Water, humidity, temperature, nutrients (e.g. dirt, wood, paper and paint) oxygen and light determine whether microorganisms will grow in the indoor environment. The most common microorganisms found indoors are fungi and bacteria.

CONCLUSION

The current cluster of health problems/concerns are consistent with mold allergies and carbon dioxide exposure and are most likely related to a combination of the above findings. Additional violations outside of the Evidence Locker #1 were noted during the site visit of the facility and are noted in the addendum. The health/safety hazards and violations must be remediated.

RECOMMENDATIONS

1. The Public Employee Occupational Safety and Health Program (PEOSH), by authority established under the PEOSH Act of 1995 (N.J.S.A 34:6A-25 et seq., enacted in 1984 and amended on July 25, 1995) is responsible for promoting the health and safety for approximately 500,000 State and Local government employees in the State. *The PEOSH Program has adopted identically all Federal OSHA standards and regulations applicable to public sector employment, with the exception of the following:*

- Hazard Communication Program - 1910.1200 - PEOSH modified OSHA's standard to include specific provisions of the State's Right-to-Know Law regarding fact sheets on chemicals - State Standard NJAC 12:100-7
- Fire Brigade 1910.156 - State Standard NJAC 12:100-10

2. In accordance with CFR 1910, Section 5(a)(1) of the OSH Act, often referred to as the General Duty Clause, employers are to "furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees". Section 5(a)(2)

requires employers to "comply with occupational safety and health standards promulgated under this Act".

3. Immediately establish an employee/management health and safety committee to comply with the PEOSHA Indoor Air Quality Standard and other recognized potential health and safety problems.

4. **Repair exterior brick wall of building adjacent to vault that is leaking**

immediately. Water permeates the building when it rains outside. The mortar between the bricks is in disrepair and/or missing. The adjacent steps are in the same condition. Protimeter Moisture readings for the exterior wall within the Evidence Room indicated that the wall was indeed wet; the last rainfall was several days prior. The temperature and elevated humidity level provides a perfect breeding ground for mold to prosper. After the exterior is remediated, the wall must be scraped, sanitized and dried accordingly. Consult with a mold remediation contractor for assistance with proper clean-up.

5. An engineer and/or waterproofing professional must be hired to identify any and all other sources of possible water intrusion. The water/moisture problem must be remediated **before** the interior repairs are made.

6. The buildings' roof is also in need of repair. The roof leaks in more than one area. Garbage cans are permanently positioned to catch rain water and office areas are tarped to prevent items from getting wet. Eliminate all sources of water and moisture from entering the entire building; this includes small areas which are occupied infrequently, as well as the remainder of the building. The entire building must be addressed in terms of moisture and water intrusion immediately, not sections thereof. The key to mold control is moisture control. *Every person has a right to a safe and healthy workplace.*

5. Consult with a Heating, Ventilation and Air-Conditioning (HVAC) Specialist to inspect all systems within the building to ensure that they are not contributing to the water and/or moisture problem found throughout the facility.

6. It is not certain whether water has previously entered into other areas of the building that are not noticeable, (i.e. behind furniture, paneling) or have seeped in via the exterior structure and wet cinder blocks or plastered walls. Additionally, the watermarks on the interior walls may be from the A/C unit above as well as from the roof leak.

This attributes to the damp/mildew smell in certain areas of the building and/or the presence of microbial contamination. The origin of this type of problem is usually a location where dirt or water has collected or high humidity is present, providing a good medium for the growth of microorganisms (bacteria, fungi, molds, etc.)

Mold symptoms include allergic rhinitis (cold-like symptoms), dermatitis (rashes), sinusitis, conjunctivitis, an inability to concentrate and fatigue. Symptoms usually disappear after the contamination is removed.

Consult with a licensed mold contractor to remove/remediate mold in building.

7. Remove the carpet from the occupied offices on the lower level, as they have repeatedly become wet. The carpet was not always sanitized after being wet continuously; in some cases over the weekend and for more than 48 hours. *Discard all porous materials such as carpets and ceiling tiles contaminated with microbial growth.* Replace carpet after the old carpet has been removed and the floors have been properly sanitized; with a one part bleach to ten parts water solution (1:10) and a mild surfactant. It

is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.

8. Remove and discard all wet and/or stained ceiling tiles, immediately. Remove and discard all wet and/or stained light fixtures, immediately. Once repairs have been made, replace with new ceiling tiles. There should never be stained tiles on the ceilings, nor should the tiles ever be painted over to cover up stains. This practice should be adhered to in the event of any future water damage.

9. Continually monitor above-mentioned area and keep a log of when and if watermarks or condensation re-appears on the walls/ceilings. An indoor air quality log is being provided for recordkeeping. The log should contain the *date, time, and outside weather conditions*. If possible the temperature *inside* of building should be noted, (including whether or not the heat or air-conditioning unit is turned on). Moreover, noting when either of the two was last used would also be helpful. This information should be faxed to (201) 599-6270, attention Melissa Johnson.

10. Apply (1:10) bleach/water solution immediately to all other non-porous surfaces that have become wet. To remove any dirt, a small amount of liquid soap can be added to the mixture. Apply mixture with a sponge. Let stand for 15 minutes and dry thoroughly. If material is porous, it must be discarded (i.e. paneling, sheet rock, etc.). Discard any sponges and or rags used in the clean-up. Clean-up personnel should not be asthmatic or prone to allergies. Never add ammonia to this mixture, this would cause harmful and dangerous vapors.

12. Ensure adequate fresh air supply. When the windows are closed and the air-conditioning unit is in use, the single most effective action that can be taken in this case is to provide the proper amount of fresh outdoor air for the amount of people that occupy the space. This will create what is known as dilution ventilation and will reduce the levels of CO₂ immediately. The A/C system must be evaluated to ensure that a minimum 20 cubic feet per minute (CFM) per person of fresh outdoor air is being adequately distributed throughout the entire building, during all times of occupancy. The filters must be changed according to manufacturers' specifications.

13. When the air-conditioning unit is not in use, employees must open the windows to create cross ventilation to reduce the levels of carbon dioxide in the office. This can be done prior to lunch and towards the end of the day.

15. I am enclosing two brochures on mold, an indoor air quality fact sheet, an indoor bioaerosols fact sheet, and an indoor air quality log to be distributed among employees. Moreover, an indoor air quality audit and ventilation assessment guide is also provided to record conditions in the building, Industrial Hygiene consultants list, as well as a 'Guide To Effective Joint Labor/Management Safety & Health Committees' brochure; this information will prove helpful in assessing the matter in the future.

16. The initial industrial hygiene investigation was for the Evidence Locker #1 only. Photos, including additional health and safety violations throughout the building are being provided as an addendum. Additional time on-site is needed to conduct a proper walkthrough of the facility. However, many of the violations shown in the photos are in need of immediate attention. A follow-up investigation will be conducted within 30 days to ascertain completed repairs.

ADDENDUM

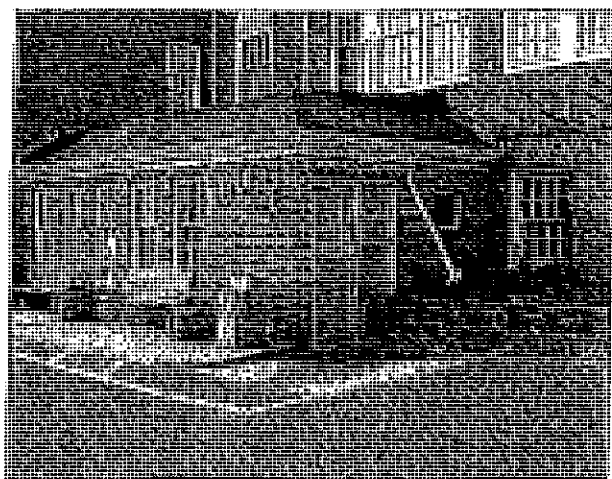


Figure 1: Dumont PD_Faulty Roof/Water Intrusion



Figure 2: Evidence Room_Wet Exterior Wall



Figure 3: Evidence Room_Damaged Wet Wall



Figure 4: Evidence Room_Wet Falling Debris



Figure 5: Evidence Room_Mold/Water Intrusion

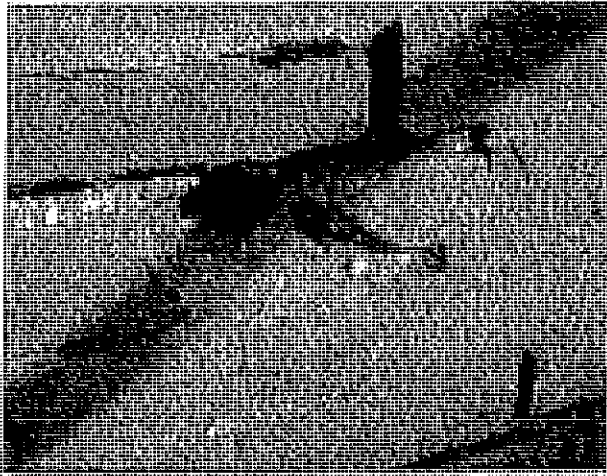


Figure 6: Exterior Wall to Evidence Room



Figure 5: Faulty Brick Wall/Water Intrusion



Figure 5: Damaged Concrete, Steps, Bricks

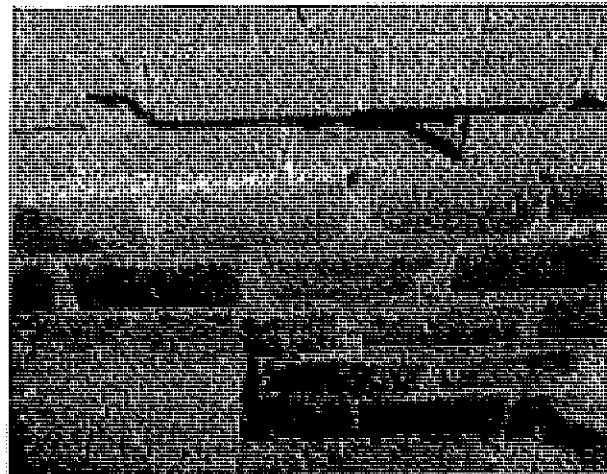


Figure 6: Brickwork in need of repair/H₂O Intrusion



Figure 7: Mold_Damaged Ceiling Tiles

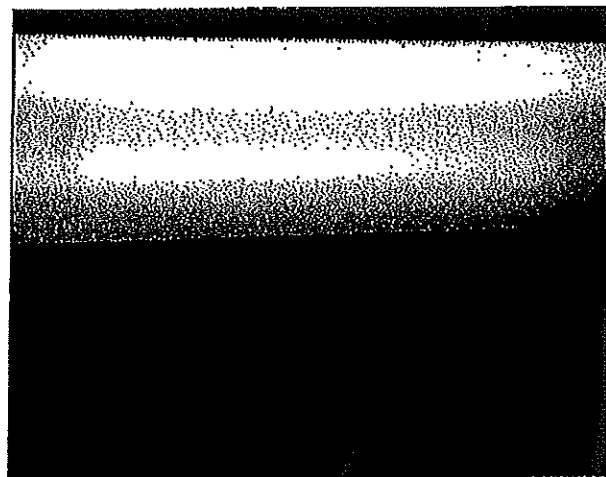


Figure 8: Mold_Water Logged Light Fixture



Figure 9: Mold_Damaged Ceiling Tiles

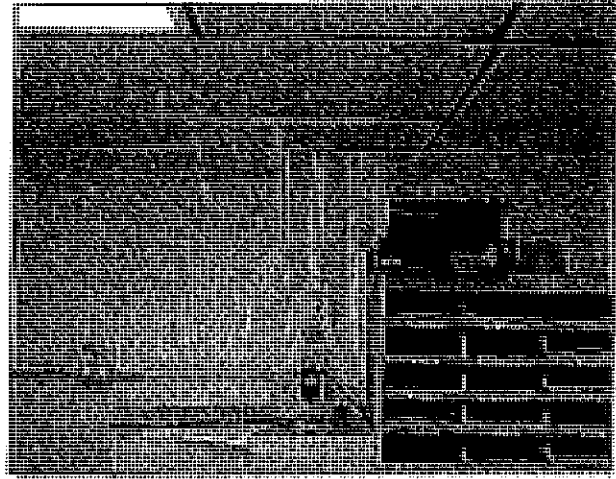


Figure 10: Electrical Hazard_Damaged Ceiling Tiles

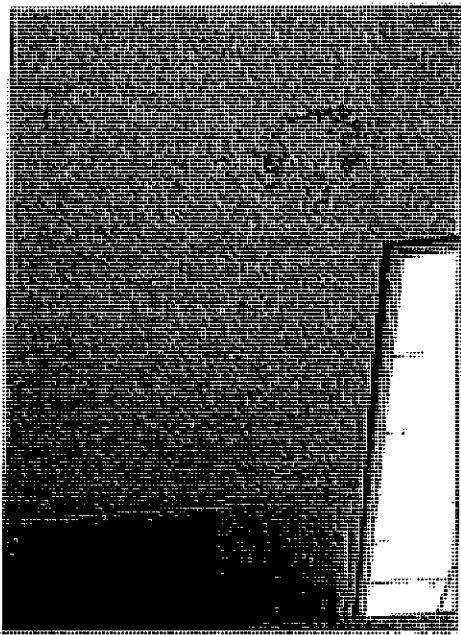


Figure 11: Electrical Hazard_Damaged Ceiling Tiles



Figure 12: Electrical Hazard_Overloaded Outlet

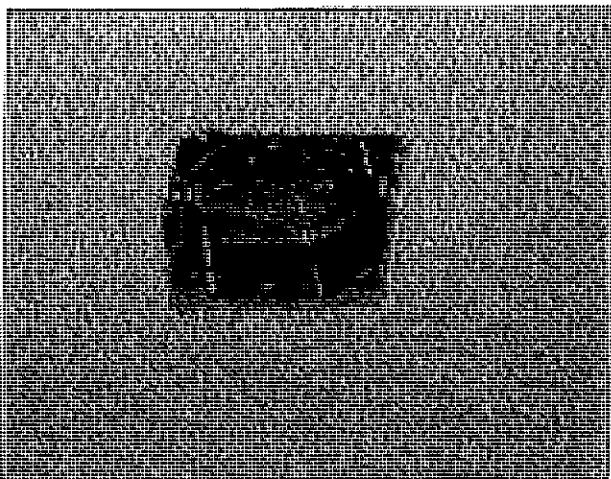


Figure 13: Electrical Hazard_Exposed Ceiling Box



Figure 14: Garbage Can used to collect Rain Water

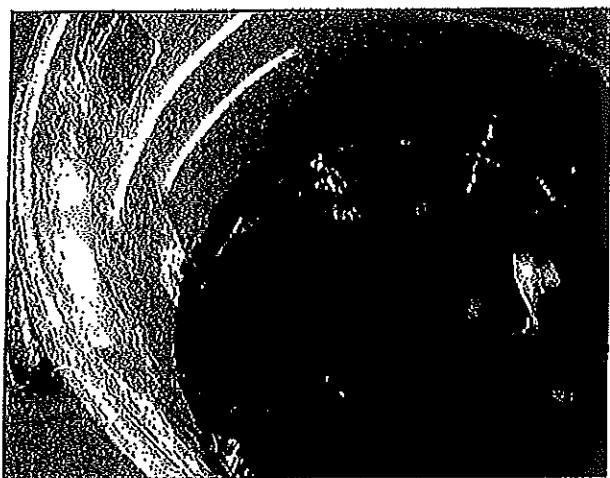


Figure 15: Garbage Can used to collect Rain Water



Figure 16: Water Intrusion_Stairwell

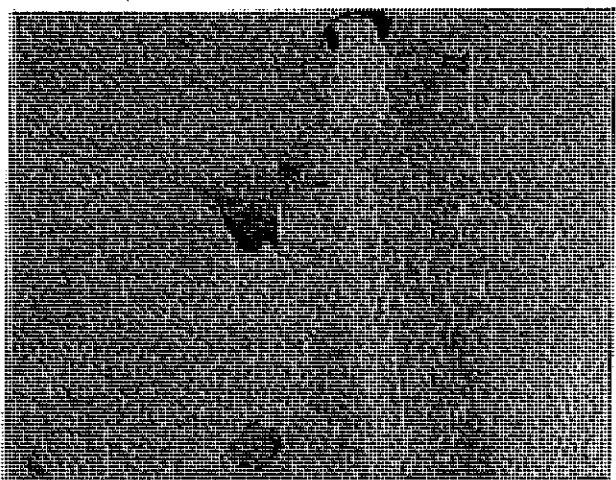


Figure 17: Water Intrusion



Figure 18: Water Intrusion

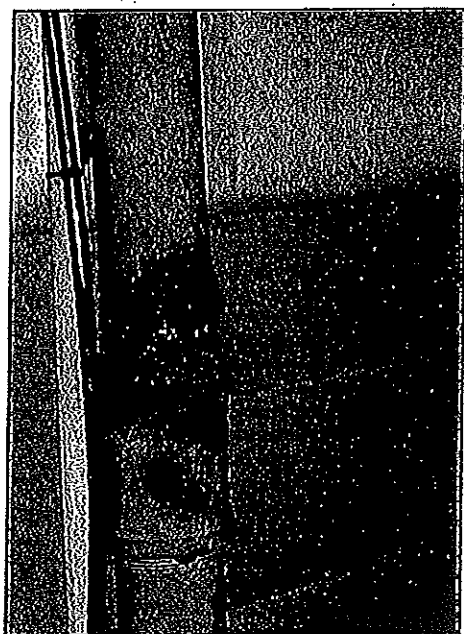


Figure 19: Pipe_Damaged

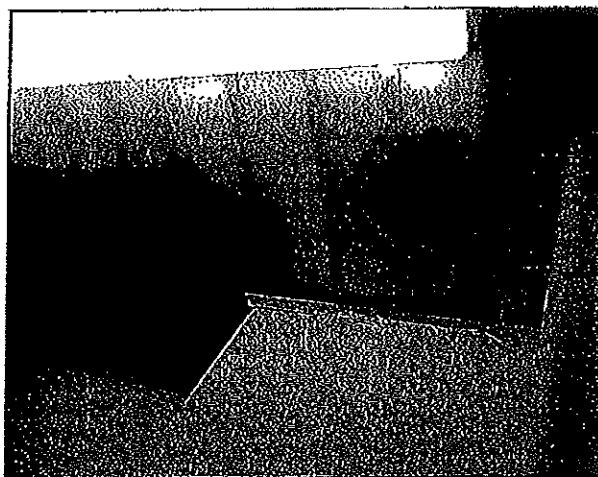


Figure 20: Water Intrusion

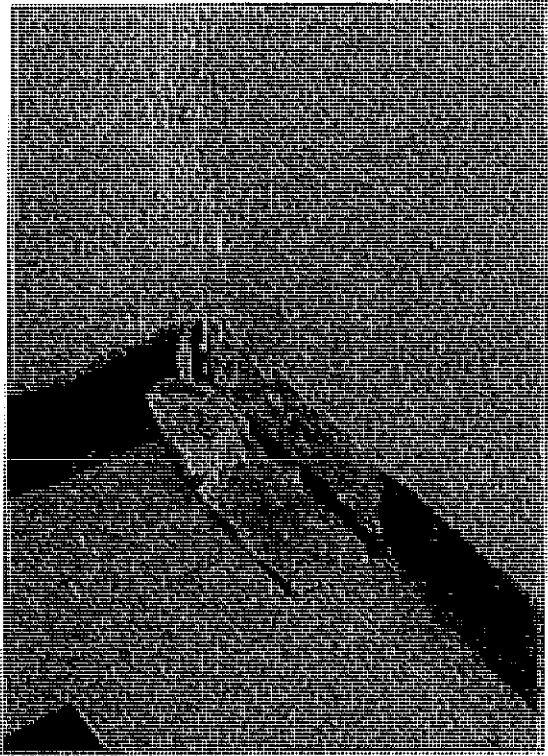


Figure 21: Floor_Water Intrusion

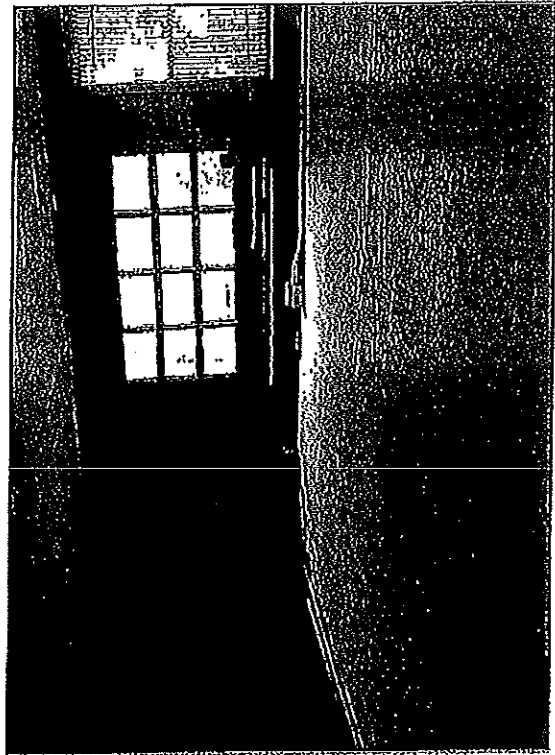


Figure 22: Exterior Door_Unable to Lock

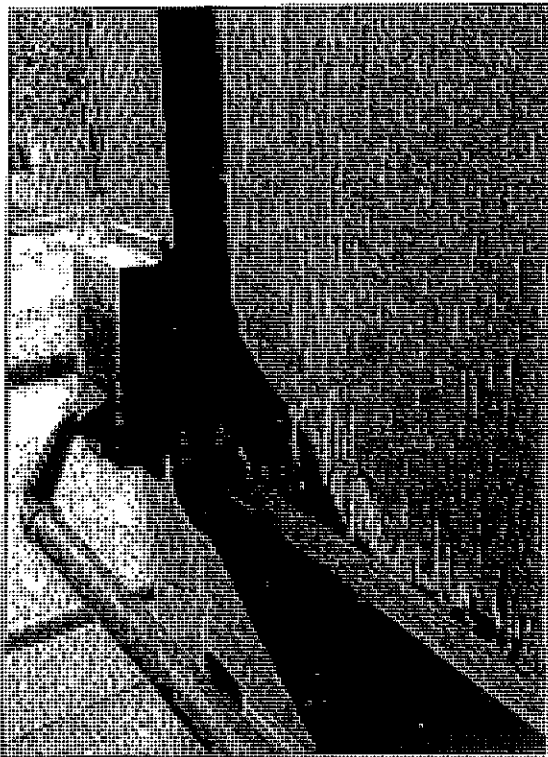


Figure 23: Exit Door/In need of Repair



Figure 24: Exit Door/In need of Repair



Figure 25: Roof Shingles



Figure 26: Missing Roof Shingles



Figure 27: Fire Escape In disrepair

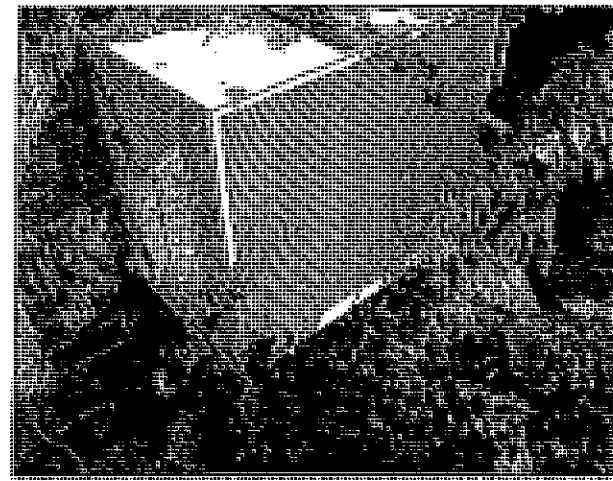


Figure 28: Overgrown Weeds...A/C Unit

EXH. D



COUNTY OF BERGEN
DEPARTMENT OF HEALTH SERVICES
One Bergen County Plaza - 4th Floor - Hackensack, NJ 07601-7076
(201) 634-2600 • FAX (201) 336-6086
www.bergenhealth.org
healthdept@co.bergen.nj.us

Kathleen A. Donovan
County Executive

Nancy L. Mangieri
Director/Health Officer

August 5, 2014

Mr. John Perkins
Business Administrator
Dumont Borough Hall
50 Washington Avenue
Dumont, NJ 07628

An industrial hygiene investigation was conducted on July 7, 23, and 30, 2014 by the Bergen County Department of Health Services at the following facility:

Dumont Borough Hall
50 Washington Avenue
Dumont, NJ 07628

Described as follows: **Police Department/Borough Hall**

The enclosed report describes the findings of the investigation and provides recommendations for the control of identified occupational health and safety hazards. With the intent that all involved parties work together to address and to solve existing problems, this information is being provided simultaneously to management, employees, the union (if there is one), and the local health officer.

If there are any questions regarding the investigation or the contents of this report, please direct them to me at (201) 634-2785, between the hours of 9:00am and 4:30pm. We feel that this cooperative effort between employers, employees, and the local health agency personnel will be a positive step toward promoting and maintaining good health among the working population of Bergen County.

I. Introduction

This investigation by the Occupational Health Division of the Bergen County Department of Health Services was initiated at the request of employees of the Dumont Police Department. Concerns of potential asbestos exposures, the presence of mold as a result of excessive water intrusion, poor indoor air quality, and inadequate health and safety conditions throughout the department were expressed. Although the Police Department is located on the lower of the building, staff members are troubled with the conditions of the entire building; they also occupy space on the second and third floors. Officers are experiencing headaches, sore throats, coughing, sneezing and are lethargic when working inside of the building after short periods of time. Complaints of water pooling into the building during inclement weather in various locations are of a major concern. The most recent site investigations by Melissa Johnson, were performed on July 1st, 23rd and 30th, 2014.

II. Findings

The building in question houses the following:

The Police Department, located on the ground level (some areas below grade) employs 43 people, 39 are full-time employees. The Business Administrator, Borough Clerk, Tax Collector, Finance Department, Court Office, Court, Conference Room, Health Department and Nurses are located on the second floor, 11 full-time employees are located in these offices. The Fire Prevention Bureau, Fireman's office, D.A.R.E. office (police), Building Department, Summer Recreation room, Summer Recreation office, council meeting room, and Police Department storage rooms are located on the third floor; where 4 full-time employees are employed. The Teen Center, Kitchen and storage closets are located on the fourth floor; no full-time employees are located in this area. The teen center is utilized on Friday and Saturday evenings, number of occupants varies.

The ground level houses the boiler room, no employees work in the area. Adjacent to the boiler room is an IT room. Employees no longer work in this area; however, it is accessed intermittently. The structure was built in 1918 and was a school until approximately 52 years ago. Until such time, the third floor was previously used as an indoor firing range.

The building is currently in a deteriorated condition, and it has not yet been determined whether it will be renovated or if a new facility will be built on or off-site. The entire roof is in disrepair and is need of total replacement. Roof shingles and nails can be found around the perimeter and on the fire escape in large quantities. Flat tires on police patrol cars are problematic and are a normal occurrence (roof nail punctures). The masonry is also in gross disrepair on all sides of the building. Falling bricks and stones have been a concern of police officers, thereby establishing a need to place plywood over the metal awning located outside of the parking lot entrance to prevent injury. The conditions continuously cause water to infiltrate all levels of the building, depending on the quantity of rain, melting of snow and wind direction.

Stairwell walls have also deteriorated since 2011. These stairwells are utilized by the Building Department, Borough Clerk, Teen Center, Rec Center Registration, Domestic Violence Team, Police Department and the

general public. Plastic on the walls and plywood on the ceiling does not constitute remediation. Areas of the roof have folded tarp with items placed on top to secure the tarp from moving. It appears to be a methodology used to prevent water from seeping into the building. This has not been verified.

Telephones have been damaged due to water infiltration, most recently in the Clerk's Office on the second floor. Computers have been damaged within the Police department on several occasions. Public entrances and employee entrances often have puddles from the accumulation rain water. Light fixtures throughout the building have water stains inside the fixtures and numerous water-stained ceiling tiles can be found on all levels throughout. Many ceiling tiles have pre-drilled holes in them to capture water in garbage pails when necessary. Many exterior doors appear to original or at least 50+ years old; some only open with excessive force, others are visibly rotted and warped, no longer close properly. Sunlight can be seen shining through from the outside, around the perimeter of closed exit doors and windows in the basement. The condition of the wood on some of these exit doors are extremely rotted, allowing only a gently push or kick to permeate through to the other side. The hardware has fallen off another exterior; a lock has not been installed.

Between January 27 and June 2, 2008, *Ronald Schmidt and Associates, PA* proposed to provide the Borough with a 'Programming and Site Feasibility' study; costing between \$67,400 and 83,400 (several revisions were submitted). Some items included were measured plan drawings of the building, a survey report for improvements with costs, special needs survey, etc.

A five-page itemized list of *all immediate and necessary repairs* was noted in the above-mentioned 2008 document. More than ninety percent of the noted repairs are the exact same repairs that are needed to date. The conditions noted therein have actually deteriorated from those sited. I have attached the June 2, 2008 document for review.

In May, 2008, the *PMK Group* supplied the Borough with a cost estimate for the identification of asbestos and lead via a written survey for the entire building, asbestos abatement project design and assistance with contractor selection/project monitoring and final clearance samples for \$13, 500. Additionally, \$3,500.00 (B & G restoration, Inc.) was quoted for asbestos abatement of said areas.

On March 18, 2008, *Complete Roofing Systems, Inc. (CRS)* provided two estimates for roof repairs, one for \$1685.00 and another for \$1965.00. Two invoices for \$2965.50 and \$3650.00 on July 10, 2008 were provided for said repairs.

On August 28, 2008, Mandell Environmental Consulting was hired by PMK Group to provide a Lead Paint Inspection Report for areas that were slated to be renovated or demolished only, throughout Borough Hall. Many areas were found to be above the action level of 1.0 mg/cm². PMK Group subsequently provided the Lead-Based paint Identification Survey on October 6, 2008 for the purposes of anticipated renovations/demolition. Their reasonable "worse case" cost impact associated with the dust control/cleaning activities was ~\$5,000.

PMK performed bulk asbestos sampling throughout the building on August 26 and 28, 2008, the samples were analyzed by Ameri Sci, Inc. Asbestos is present in various locations throughout the building; this is not uncommon due to the age of the building. The sampling results were provided, however, the asbestos survey report was not provided.

On February 20, 2009, the New Jersey Department of Labor and Workforce Development's Public Employees Occupational Health Division (PEOSH) performed a safety site inspection of the facility. As a result, PEOSH issued a Notice of Order to Comply; again, many of the violations listed are identical to those that exist within the building today. A follow-up to this inspection was conducted, however, no information has been provided.

On or about December 31, 2010, a generator was installed and/or relocated.

A thorough inspection was made of the Police Department building November 28, 2011 by Melissa Johnson. The rest of the building was examined during this time as well. A report indicating recommendations for remedial action was issued. At such time the new Mayor, Mr. James Kelly and Council members were seeking property to purchase and rebuild the entire facility off-site. Upon following up, there were discussions of relocating the Police Department only and renovating the existing structure for Borough hall; thereby providing a remedy for parking at this location.

On June 14, 2012, an indoor air quality investigation was performed by Birdsall Services Group. This report noted that *"most of the negative conditions that may impact the space start with the numerous paints of water intrusion. The water intrusion has lead to water damage, water staining, mold growth and elevated humidity within the space. The water intrusion sources include, but are not limited to the following; roof leaks, gaps/cracks in the building's foundation, gaps/cracks in the brick walls, disconnected drain lines, and poor drainage in areas."* Once again, these conditions are the same conditions cited from 2008 and continue to exist today, only having worsened. The report also stated that *"the HVAC system did not appear to be functioning properly, evidence of damaged asbestos pipe insulation, rodent droppings and moldy items stored on the earthen ground in the lower level storage areas."* The cost for said services was not provided.

An asbestos sampling survey was completed for the Ready Room of the Police Department only on July 14, 2014 by Remington, Vernick and Arango Engineers. This survey was conducted as a result of a recent flood in this location. The carpet and contents of the room were removed. The floor beneath revealed damaged 9"x9" floor tiles adhered to a concrete floor. Nine by nine inch floor tiles are known to contain asbestos. The report indicated that samples were taken on June 7th to identify asbestos containing material (ACM). The report revealed that the floor tiles, mastic on the wood lath and metal panels contained asbestos. It also indicated that the pipe insulation above the drop ceiling tiles was assumed to contain asbestos. This report recommended that all asbestos containing material abatement work be conducted in accordance with all applicable local, State, and Federal regulations. The costs for services were not provided.

On August 7, 2012, Birdsall provided the Borough with an Air Conditioning Systems Evaluation Report. This report stated that the *"lower level walls that were exposed have indications of sprawling due to repeated moisture conditions, suggesting the exterior masonry is not helping to ward off water infiltration. This is problematic when attempting to maintain reasonable humidity conditions within the space. Numerous doors were found to have deteriorated or missing weather stripping, or poor alignment creating areas of infiltration from exterior and adjacent areas as well. A good part of the rear basement area is an unconditioned dirt floor crawl space that is exposed directly to the interior occupied areas."*

The total flow, return air and external static pressure were deficient in the Police Department, and the humidity was found to be excessive. Birdsall recommended that the HVAC system be redesigned and to replace the toilet and interview rooms exhaust systems. Proper make-up air should have been incorporated into the new HVAC design.

On or about August 13, 2013, it was noted that Ray's Auto Body, located at 35 West Shore Avenue was up for sale for \$250,000.00.

On August 20, 2012, Brian Nemetz of Birdsall provided the Borough with an estimate to correct the items listed in their indoor air quality report which totaled \$49,500. The total estimate for repairs for the Police Department was \$388, 256.00. The proposal included correction for moisture issues, remediating of molded areas, removal of lead based paint as part of construction activities, pest management services and removal of assumed asbestos containing materials. Further clarification on items that may have been remediated at that time is needed. The cost for services provided was not provided.

Subsequently, 10 mini-splits were installed throughout the Police Department only. The units provide fresh air and remove some of the humidity; however a 3-zoned unit that accommodates the dispatch area, TAC room and Patrolman's office is not working properly, and has not since installation. Air is not supplied nor circulated simultaneously in each of these rooms.

On or about August 20, 2012, a tour of the Tenaflly Police Station and a meeting with the Tenaflly Borough Administrator occurred. Tenaflly had recently built a brand new Police Department and had hired Arcari and Iovino Architects and utilized a Construction Manager to assist with the completion of the project. The cost for services rendered was not provided.

In September, 2012, CRS Roofing was contracted again to provide roof repairs (\$4,894.37). Academy Electric relocated the generator on or about 12/31/2012 (\$16,108.00).

On January 17, 2013, Arcari and Iovino Architect prepared and submitted a Building Study for the Borough Hall. On February 11, 2013, two site diagram options for a new building on the same footprint were provided. The cost for said studies was not provided.

As mentioned in the introduction, Melissa Johnson returned to the Dumont Borough hall at the request of the Police Department to complete additional industrial hygiene site visits on July 7th, 23rd, and 30th, 2014. A thorough investigation was made of the Police Department; the remainder of the building was then examined. Unfortunately, the majority of deficiencies noted in 2011 continue to exist and most have worsened over time. All levels of the building have areas that are in need of immediate repair/replacement.

The majority of the recommendations listed on the BCDHS' Occupational Health Division 2011 report were not addressed.

As indicated previously, the roof continues to leak profusely and shingles can be found in large quantities on all sides of the building. The masonry at the base of the building and above has deteriorated; bricks and stones have fallen off and are worn from the weather. Mortar is missing throughout. The two large stair wells are in much poorer condition, as a result of the faulty roof. Debris is falling off, visible mold is present and the area has been covered with black plastic garbage bags.

Of particular importance are the following:

- Fire escape (currently not in use)
- Blocked escape routes
- Inoperable fire doors/Exit doors (will not open without force)
- Insufficient fire doors (rotten, warped, deteriorated)
- Improperly marked exit signs
- Insufficient exit lighting
- Means of egress lack adequate head room (lower level)
- Insufficient means of egress (lower level)
- Faulty roof
- Damaged asbestos tiles ((lower level)
- Water/flooding in offices (first and second floor)
- General water intrusion throughout the building
- Remediation of all water damaged areas (exterior and interior)
- Electrical hazards (light fixtures/light switches)
- Poor Indoor air quality
- Inoperable elevator
- Vermin and insects within the building
- Secured Evidence Room (inadequate supply of fresh air/water intrusion)
- Clogged drain on ground near rear entrance

III. Recommendations

An exorbitant amount of planning, sampling and surveying has taken place over the past six years with regard to the final outcome of the Borough Hall structure. Various parcels of land have been sought to purchase to build a new structure. A proposal for a site feasibility study has been provided by Ronal Schmidt and Associates and a building study has been provided by Arcari and Iovino Architects for the existing foot print or another location. Asbestos surveys, indoor air quality surveys, roofing quotes, safety audits and industrial hygiene investigations provide ample documentation of the condition and problematic areas throughout the building.

An inordinate amount of money has been allocated for the above-mentioned consultants/contractor to provide information to move forward with the project.

However, very limited amount of renovations and/or remediation has occurred within the last six years... resulting in a structure that does not provide a workplace free of recognized hazards; that causes or is likely to cause serious physical harm to employees within the building. The afore-mentioned also applies to the youth that occupy the space in the teen center on the upper level and the general public that enter the building daily.

It is with great urgency that all involved parties meet to discuss this report and any documents listed within. The condition of the building warrants immediate action. The building remains in a deteriorated state. A clear decision must be made on the end result of this edifice. In the interim, a concise decision must be made as to where the building occupants will be housed to work and provide services to the community in the near future.

There is an enormous amount of unused space on the upper levels of the building, which happen to be in much better condition than that of the lower level occupied by the Police Department. If the building is going to remain the towns Borough Hall, relocation of staff on the upper floors to a rental space should be considered to begin renovations on the lower level (Police Department). The Police Department could occupy an upper level in the interim. All recommendations previously sighted by this department and the NJ State Department of Labor must be addressed immediately, should this option be chosen. Immediate repairs would include the roof, brick and stone masonry, foundation and drainage system which are allowing water to enter the building.

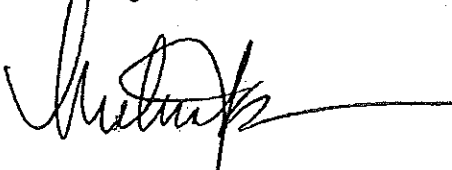
If the Borough Hall will no longer used for its' existing purpose, relocation of staff on the upper floors to a rental space should be considered until a relocation plan of action is established for the Police Department. This, however, must take place as soon as possible.

Many suggestions and locations have been discussed with management and employees regarding relocation of certain departments and the teen center. I am available to meet and discuss the findings and recommendations within this report and go over in detail the health and safety violations that were noted during my most recent site visits. Please note that the penalty structure has dramatically increased for safety violations under the State Department of Labor's PEOSH Division. Additionally, several health violations were noted throughout the building; they are enforced by the State Department of Health's PEOSH Division.

Lastly, please also be advised, in accordance with N.J.S.A. 34:6A-25 et. seq., employees have a right to file a complaint within 180 days for retaliation or discrimination by an employer for making safety and health complaints or for exercising their right under the NJ PEOSH Act. Under the PEOSH law, public employees are granted certain legal rights to ensure safe and healthful working conditions.

If there are any questions regarding these recommendations feel free to call me at 201-634-2785.

Kind regards,

A handwritten signature in black ink, appearing to read 'Melissa Johnson', with a long horizontal flourish extending to the right.

Melissa Johnson, MS
Industrial Hygienist

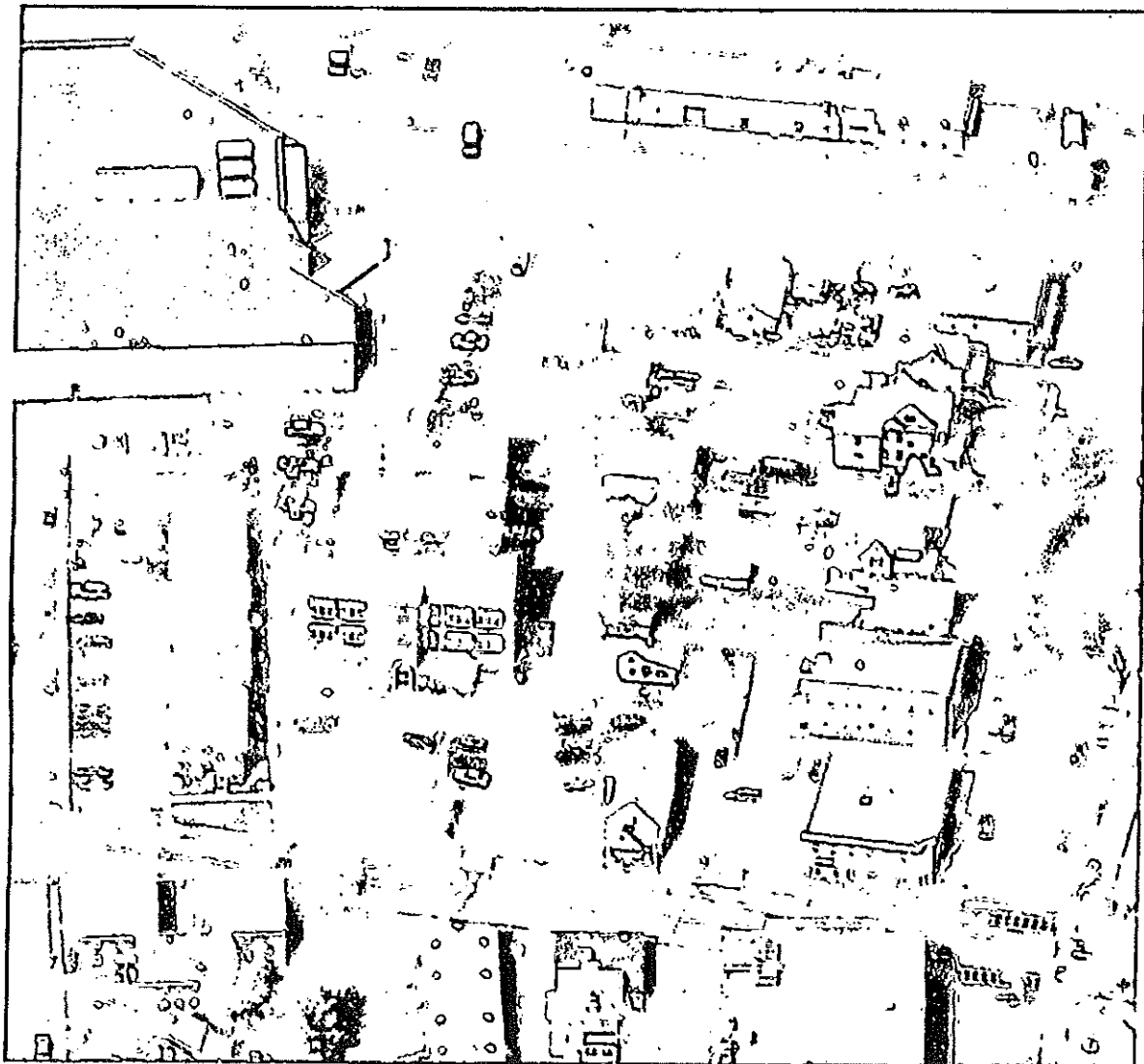
EXH. E

Borough of Dumont Municipal Building Study

May 2013

50 Washington Avenue, Borough of Dumont, NJ 07628

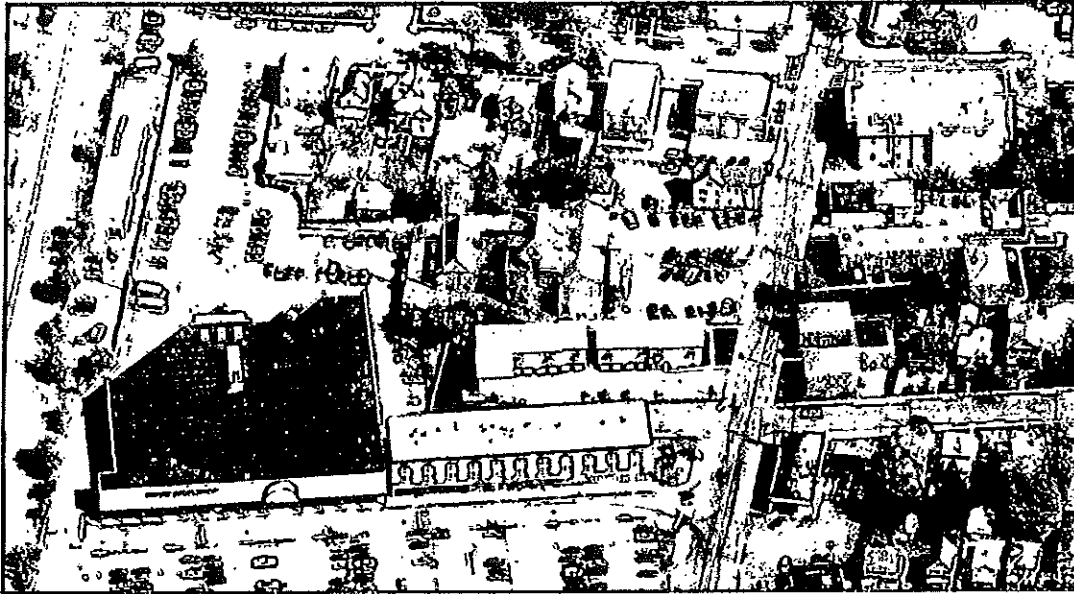
FINAL REPORT



arcari + iovino
+ ARCHITECTS PC

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Aerial Image of Site

Introduction

Arcari + Iovino Architects was engaged by the Borough of Dumont to investigate the ideal building size and site layout for a future municipal complex at 50 Washington Avenue. This document summarizes the process as well as the site and building design proposal.

Approach

Understanding the current environment of each department at the existing municipal building helps the design team understand how municipal services are delivered. The investigation began with a visit to the municipal building to understand the existing work spaces, meeting areas and overall flow of the spaces. This was followed by an important aspect of the discovery period, the interviews. The architects met with department representatives to discuss various attributes of their spaces as well as the pros and cons of how they function within the limits of their specific spaces. Notes from those interviews are contained within this booklet.

The information gleaned from those discussions such as desks, files, storage, and public interaction data all helped the architects determine a recommended square foot area for each of the required rooms. A listing of these rooms is organized by department and the projected 'net' sizes are then assigned and tallied. This information is summarized in a matrix that also identifies the existing sizes for comparison.

Given the physical limits of the property, it was reasonable to assume early in the process that the solution must be a multi-story building in order to allow for vehicular parking. A multi-story building requires at least two sets of stairs and an elevator. Other base-building requirements include restrooms, mechanical spaces, and corridors. These elements are all accounted for in an assumed 'grossing factor' that is added to the 'net' requirements described earlier. Ultimately, a 'gross' square foot number is established as the ideal size for the future municipal complex.

The list of spaces and departments is then reviewed to identify how the building's 'gross' area can be divided up into a number of floors. The suggested assignment of floor position for these departments is based upon their public interaction (i.e. high number of daily visits), building security issues (i.e. police and court, or vital documents), and how the departments collaborate. This proposed multi-story building solution is then composed within the property limits.

Findings

The existing municipal building was originally built and occupied as a school in 1918. Former classrooms and other spaces were modified for the current municipal spaces. As such, certain spaces (i.e. corridors) are larger than they need to be while other areas (i.e. police department) are undersized.

The police department naturally should be at the grade level to facilitate the handling of prisoners and garage access. The Borough's administrative spaces should be placed together and in a configuration that encourages public service. Spaces such as the Teen Center and Courtroom/Violations should be placed in a manner that minimizes the disruption high volumes of visitor traffic can cause to other departments. For instance, in a new facility, the Teen Center can be placed at the lower level with ample space and direct access to the exterior.

The main property sits mid-block along the main commercial road in the borough, Washington Avenue. Several lots along West Quackenbush Avenue may also be available to the borough and are included in the proposed site plan. While the Washington Avenue property is exempt from local zoning requirements, it sits within a compatible zone (B2 'business').

The Washington Avenue site slopes up from the street front to the rear property line. While a topographic survey is not available as of this writing, the slope is approximated to be 12 feet. The commercial development behind the municipal property has cut their slope and created a level parking area. A stair exists at this lot that leads up to the municipal property. The properties at either side (including the West Quackenbush lots) slope downward and away making the Washington Avenue property the high point of the block. Depending on the position and configuration of the future building, it might be advisable to cut into the slope of the property for ease of access.

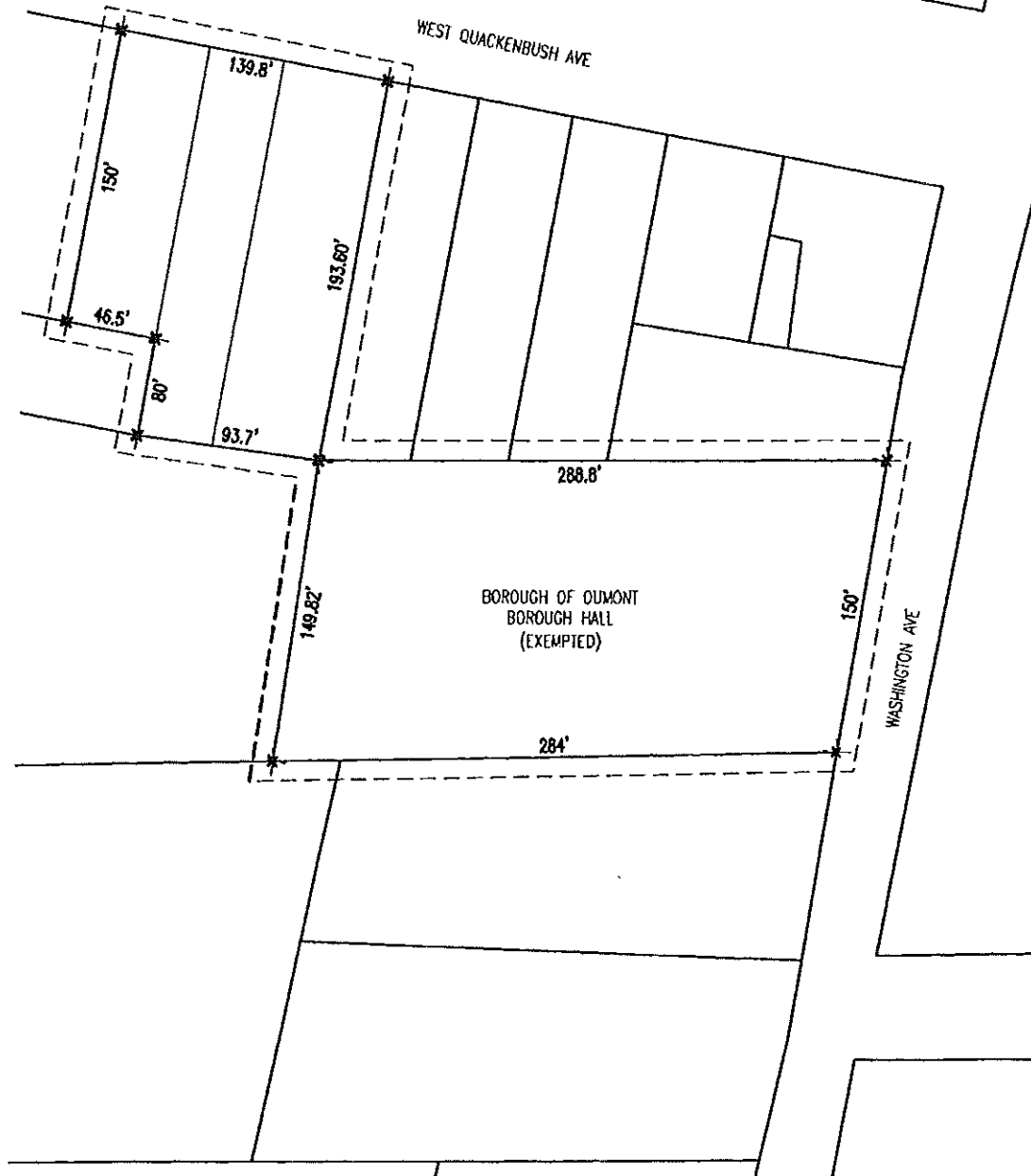
Reference Material



Aerial Image of Site

The goal of this section is to familiarize the reader with the project context through images of the existing municipal properties. We begin with an aerial view of the site followed by exterior close-up images and interior images.

Building Lot Diagram

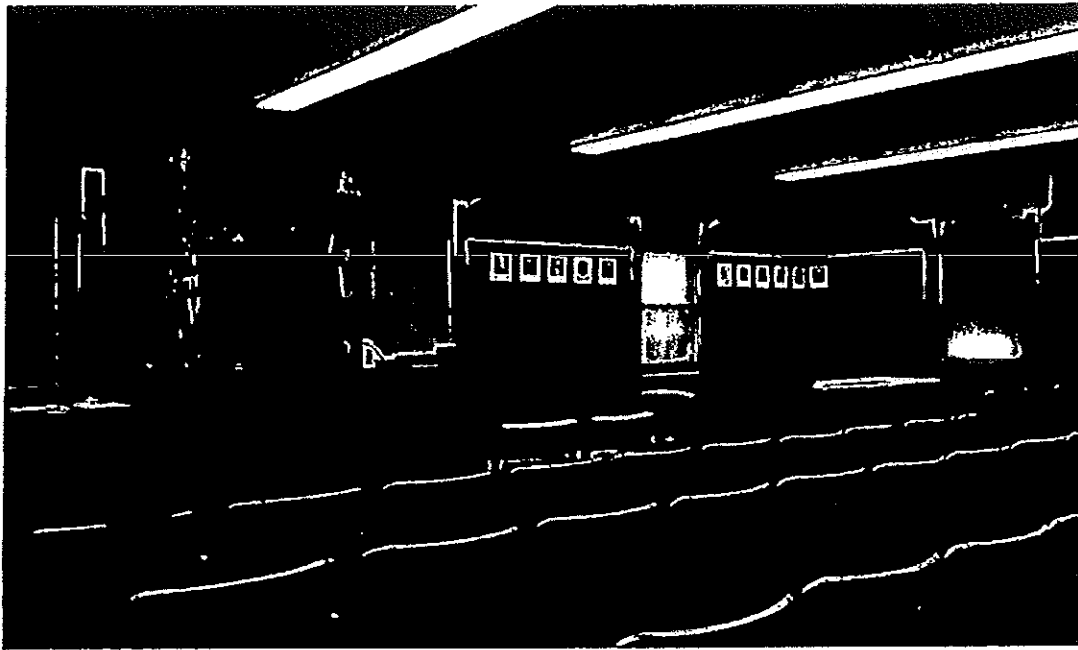




Front View of Existing Municipal Building



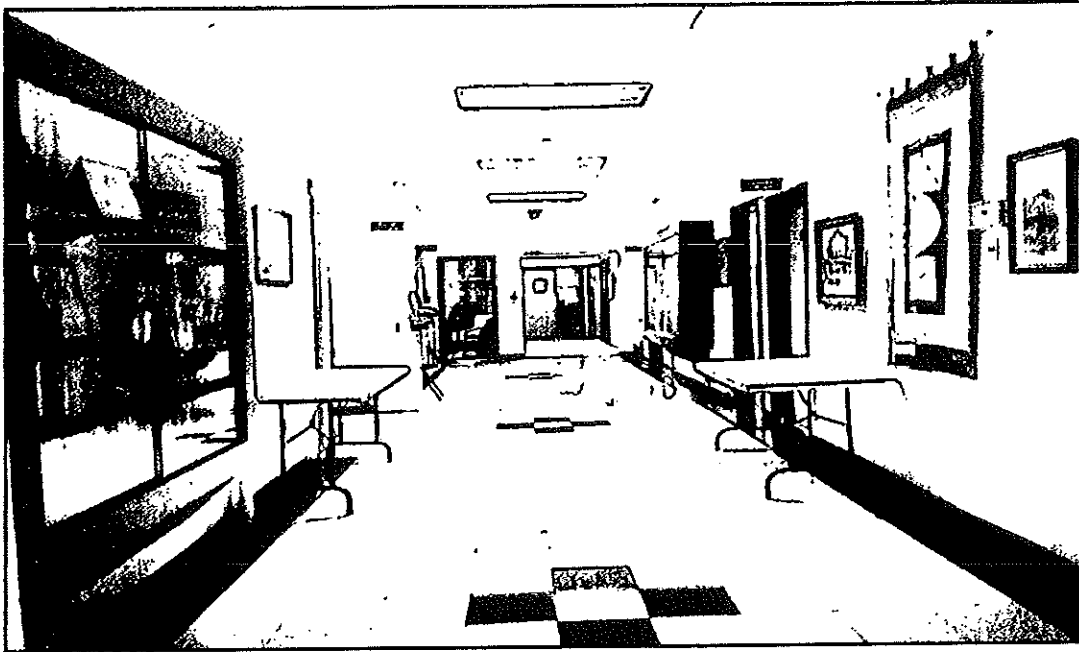
View looking South on Washington St



View of Council Chambers



View of Teen Center



View of Administration Corridor



View of Police Dept. Office

1/17/2013

Existing Administration Building Summary

		Size	Area (SF)
ADMINISTRATION			
	Administrator	15'-8" x 16'-0"	250
	Mayor's Office	9'-6" x 21'-0"	200
CLERK			
	Clerk	11'-4" x 12'-8"	145
	Deputy clerk / reception	Irregular	375
	File room / vault	9'-0" x 17'-6"	158
	Closet	3'-0" x 5'-0"	15
	Coffee room	6'-0" x 8'-0"	48
	Time clock / lounge	11'-6" x 10'-0"	115
BUILDING			
	Lobby / counter area / workspace	12'-6" x 22'-4"	280
	Shared office	16'-3" x 12'-0"	195
	Attic Storage	15'-0" x 21'-0"	315
	Plan desk / file room	10'-0" x 16'-3"	163
FIRE CHIEFS			
	Office	26'-8" x 19'-4"	516
	Storage room	16'-0" x 6'-0"	96
HEALTH			
	Lobby / counter area / workspace	see attached	328
	Waiting	4'-0" x 18'-6"	74
	Nurse office	17'-9" x 14'-6"	258
	Exam room	10'-0" x 13'-9"	138
	Lavatory	2'-6" x 5'-6"	14
	File room	5'-4" x 7'-0"	38
HUMAN SERVICES			
	Office	8'-9" x 13'-0"	114
	Storage	8'-9" x 11'-4"	100
	Attic Storage	6'-0" x 6'-0"	36
FINANCE			
	CFO / Clerk Workspace	19'-0" x 11'-9"	224
VIOLATIONS			
	Court administration / workspace	15'-6" x 22'-3"	345
	Storage	see attached	160
TAX			
	Tax collector & assessor workspace / counter / lobby	see attached	649
	File room	10'-0" x 14'-0"	140
	Vault	13'-9" x 9'-4"	129

RECREATION			
	Reception	13'-0" x 6'-8"	87
	Office	14'-8" x 11'-6"	169
	Office	14'-8" x 9'-0"	132
	Storage	7'-8" x 6'-8"	52
TEEN CENTER			
	Activity Room	42'-6" x 49'-7"	2104
	Kitchen	21'-3" x 9'-3"	197
COMMON			
	Council chambers - (dais and 125p)	49'-8" x 29'-8"	1474
	Council meeting room	15'-0" x 24'-8"	370
	Janitor's Closet	2'-6" x 9'-0"	23
	conference room	26'-6" x 20'-6"	544
	DARE storage	15'-0" x 12'-0"	180
	DARE office	8'-0" x 8'-0"	64
	Council Office	11'-0" x 11'-0"	121
	Domestic Violence	10'-9" x 15'-6"	167
	Celebrations Storage	24'-0" x 15'-0"	360
	Building Storage	15'-0" x 21'-0"	315

sub total 11977
plus 1.3 gross factor 15570

Note: Police space not included in building summary.

Program Matrix

SPACE NEED SUMMARY	GROSS SQUARE FEET	TOTAL
ADMINISTRATION		13995
Administrator	390	
Clerk	1170	
Building	1534	
Fire Chiefs	943	
Health	1053	
Finance	390	
Violations	728	
Tax	1170	
Human Services	416	
Recreation	390	
Common	5811	
TEEN CENTER		2860
POLICE		11097
GENERAL		3427
		31378

This section lists, and quantifies in square-foot area, the spatial requirements of all departments. This breakdown of future requirements was produced by combining the data collected during the project interviews with our knowledge of county court recommendations, NJ Department of Corrections requirements, and Homeland Security requirements.

draft program summary: 2/26/2013

	lower level	ground floor	upper level(s)	office	work station	area	subtotal	1.3 gross factor
ADMINISTRATIVE DEPARTMENTS							10765	13995
ADMINISTRATOR							300	390
administrator			X	1		300		
CLERK							900	1170
clerk			X	1		180		
assistant / council work area			X		2	240		
file room			X			200		
mail / copy room			X			100		
mayor/council workspace			X		2	180		
BUILDING							1180	1534
lobby/counter area/workspace			X		2	320		
main office			X		3	300		
plan desk/file room - subcode			X		3	320		
archives/file room	X					240		
FIRE CHIEFS							725	943
office / reception			X		4	525		
storage room			X			200		
HEALTH							810	1053
lobby/counter area/workspace			X		2	350		
nurse office			X		1	180		
exam room			X			150		
lav			X			80		
file room / vault			X			50		
FINANCE							300	390
CFO/clerk workspace			X		3	300		
VIOLATIONS							560	728
court administration/workspace			X		3	340		
judge's chamber			X	1		120		
prosecutor / public defender			X	1		100		
TAX							900	1170
collector & assessor workspace/counter/lobby			X		2	500		
file room			X			200		
vault			X			200		
HUMAN SERVICES							320	416
office			X	1		120		
storage	X					200		
RECREATION							300	390
office			X		2	200		
storage	X					100		
COMMON							4470	5811
council chambers - (dals and 125p)			X			1800		
council meeting room			X			360		
meeting room (larger, shared)			X			750		
staff lounge/restrooms			X			360		
storage - General	X					500		
file room - archives General	X					500		
janitorial / supplies	X					80		
server/IT room			X			120		

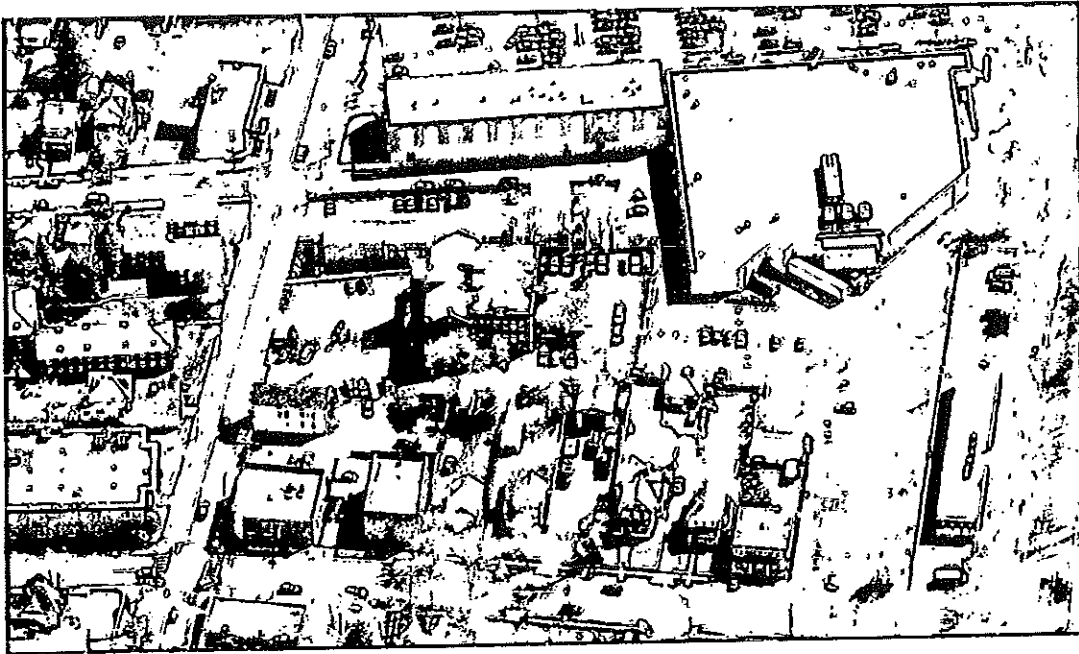
	lower level	ground floor	upper level(s)	office	work station	area	subtotal	1.3 gross factor
TEEN CENTER							2200	2860
activity room	X					2000		
kitchen	X					200		

				office	work station	area	subtotal	1.3 gross factor
POLICE							8536	11097
lobby	vestibule		X			100		
	lobby		X			200		
	lobby restroom		X			80		
	soft interview room		X			120		
dispatch	dispatch		X			350		
	lieutenants (2 at shared workspace)		X		2	200		
administration	chief		X		1	180		
	administrative assistant		X		1	120		
	captains (2 offices at 120sf)		X		2	240		
	records		X		1	200		
	records file room		X			160		
	small meeting room		X			140		
common	conference room - 14 persons		X			320		
	briefing/training room	X				450		
	ammo / weapons		X			200		
	restrooms - at corridor (m/w)		X			160		
	storage (located throughout)	X				400		
	server room		X		1	120		
	file room - archive	X				400		
	lockers/showers/restroom - mens	X				650		
	lockers/shower/restroom - womens	X				280		
	break room		X			250		
	exercise room (shared with boro staff)	X				400		
	janitorial		X			80		
	garage and oversized storage		X			500		
prisoner handling	sally port		X			336		
	processing		X			240		
	interview room - processing		X			100		
	cells		X			200		
	evidence		X			400		
	detectives (3 workstations)		X		3	300		
	interview room - juvenile (at detectives)		X			100		
patrol	sergeants (2 workstations)		X		2	240		
	DARE (includes storage)		X		1	180		
	reports writing / radios		X		1	140		

				office	work station	area	subtotal	1.15 gross factor
GENERAL							2980	3427
	mechanical electrical rooms	X				600		
	elevator machine room	X				80		
	elevator (assume 4 floor stops, 100/floor)	X	X	X		400		
	stairs (assume 2 at 4 floors, 200/stair/floor)	X	X	X		1600		
	lobby/vestibule to building		X			300		

TOTAL BUILDING							24481	31378
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Programming Notes



Aerial Image of Site

This section filters and formats data collected through interviews with heads of all departments. It clearly outlines items such as staffing levels, primary department interactions, hours of operation, public interaction rate, public interaction type/ concerns, parking requirements, storage needs, special equipment needs, and required spaces.

Department: Administration
Representative: John Perkins
Date of Interview: 12/18/2012

Staffing Level

Current: 1
Previous 5 years: Same as current
Future 1 to 5 years: Expected to be same as current
Future 10 to 20 years: Likely the same; possible shared assistant with Clerk

Primary Dept. Interaction: Clerk and CFO – Mayor's office for emergency meetings

Hours of Operation: 9:00am – 4:30pm starts earlier and stays late

Public Interaction Rate: Walk-ins 0-5 daily

Public Interaction Type and Concerns:

Most go to clerk first, then to Administrator (duplicate visits) due to arrangement of rooms.

Parking

Department Vehicles: 0
Staff Vehicles: 1
Public Vehicles: 0

Storage Needs

Active (daily access): 4 laterals, enough for now

Special Equipment: Printer, copy/scan – desktop; desk with credenza

Rooms/Spaces Required and Estimated Area

Office 200sf
Meeting Room 140sf (shared with Administration offices)

Miscellaneous:

1. Meeting room with a table for 4 nearby, shared
2. Slightly more space needed at office

Department: Borough Clerk
Representative: Susan Connelly
Date of Interview: 12/18/2012

Staffing Level

Current: 2
Previous 5 years: 3
Future 1- 5 years: 2
Future 10 to 20 years: 3

Primary Dept. Interaction: Administrator, Chief Financial Officer

Hours of Operation: 9:00am – 4:30pm

Public Interaction Rate: 25-30 per day, also for notary and liquor licenses

Public Interaction Type and Concerns:

Visitors approach a counter within the office area. Position may serve as welcome point for public and buffer to other administrative offices.

Parking

Department Vehicles: 0
Staff Vehicles: 3
Public: 3

Storage Needs

Active (daily access): File room – larger than existing is needed
Off site file storage contains several times what is in file room.
I.T. server for police is located in file room – this would be in Police Department in future.

Special Equipment: No

Rooms/Spaces Required and Estimated Area

Clerk's Office 180sf
Asst. Workspace 240sf - includes counter area and future 2nd desk
File room 200sf

Council Meeting Room	320sf
Council Chamber/Court	1800sf - 112 seats and Dais
Staff Lounge	360sf – kitchenette, restrooms

Miscellaneous:

1. Court / Council Chambers – size/seating ok for council purposes
2. Conference Room existing can be tight when larger meetings occur (Dept. head meetings, etc.)
3. Department Head meetings monthly – library and Fire Department also attend
4. Engineering meeting for town projects
5. Safety meetings quarterly

Department: Building Department
Representative: Steve Cavadias
Date of Interview: 12/18/2012

Staffing Level building/planning/zoning/fire prev/prop maint
Current: 10 (3 FT & 7 PT)
Previous 5 years: Had more
Future 1 to 5 years: +1 FT (4FT Total)
Future 10-20 years: +1 FT (4FT Total)

Primary Dept. Interaction: Fire/police/health/tax collector

Hours of Operation: 9:00am – 2:00pm for public
2:00pm – 4:30pm private

Public Interaction Rate: 30-35 persons/day – slow in winter
100 persons/day – busy summer

Public Interaction Type and Concerns:
Counter can get busy. Needs at least a 10' long counter and a few seats for waiting. Large prints take up space and they need room to roll them out.
Space needed for forms and information.

Meeting Schedules now & projected:
Joint land use (planning/zoning) 1/month (use courtroom)

Parking
Department Vehicles: 2 cars (1 now & 1 future) always on site
Staff Vehicles: 5
Public Vehicles: 10

Storage Needs
Active (daily access): More room is needed to store drawings and files.
State requirements holding documents for life of buildings.

Special Needs: Future large format scanner/printer. Full size copier, fax (2)

Rooms/Spaces Required and Estimated Area

Front Room:	320sf	Technical Asst's (2) Counter – no 2 nd counter A few seats for waiting Door from counter to private area
Sub Code Room:	320sf	3 desks shared by all Sub-code officials
Main Office:	300sf	3 desks (zoning/code, construction officer/fire inspector)
File Room:	240sf	Archives

Miscellaneous:

1. 6 sub-code officials. Ideally 3 plan review areas for them to share use.
2. 1 elevator inspector (1/week) no desk.
3. Off-site storage currently has about 1.5 to 2 times the existing file room.

Department: Fire Department/Chiefs
Representative: Matt Banta
Date of Interview: 12/18/2012

Staffing Level

Current: 3 Chiefs, 1 secretary (also works at DPW), and
1 recording secretary during meetings
Previous 5 years: same as current
Future 1 to 5 years: same as current
Future 10 to 20 years: same as current

Primary Dept. Interaction: No Department in particular

Hours of Operation: Public Hours are: Monday nights 6:30 – 9:00

Public Interaction Rate: Public attend the Fire Board meetings and are welcomed Monday nights. Ideally the meeting would not be held in the office area as they are now and there would be a reception area to separate the public from the work space.

Special Needs: Storage for equipment

Parking

Department Vehicles: 0 (3 Chief SUV's no personal car to switch out)
Staff Vehicles: 2 typical / 5 for meetings
Public Vehicles: 1 typical / 15 for meetings

Storage Needs

Active (daily access): 5-4 drawer – add 2 more for future
1-6 drawer lateral
No other long term storage

Special Equipment: Storage closet 16 x 6 now – needs bigger room for office and fire equipment supplies

Rooms/Spaces Required and Estimated Area

1 shared office – 3 workstations and common table	400sf
1 open office/receiving room – sec, public	200sf
1 storage room	200sf

Miscellaneous:

1. Officer meetings 1-3/month +/- 11
2. Fire Board meetings (public) 11 + public
3. Volunteer Dept.
4. (4) firehouses in town – no headquarters
5. Monday night always staffed 1 of 3 chiefs generally in office

Department: Health Department
Representative: Mary Winner
Date of Interview: 12/18/2012

Staffing Level

Current: 3 1 Health (Full time), 1 Nurse (County Part time 3 x's month), 1 Sanitarian (Part time 2 x's week)
Previous 5 years: Same
Future 1 to 5 years: Same
Future 10 to 20 years: Same

Primary Dept. Interaction: Building Dept., (Health & Sanitarian), Police

Hours of Operation: 9:00am – 4:30pm

Public Interaction Rate: 12-20 persons – peak January dog license renewal
Vaccines: January (now at ambulance bldg.-could be here)

Public Interaction Type and Concerns:

During nurse's day people can line up in hall (can be noisy and needs privacy.) They queue up at the door to the nurses office. They handle marriage licenses, dog licenses, death/birth certificates, etc.

Parking

Department Vehicles: 0
Staff Vehicles: 3
Public Vehicles: 3

Storage Needs

Active (daily access): Copier
Locked file cabinets – no vault
Ideally there should be a vault
(6) 4-drawer
(1) 4 drawer lateral
(4) 3 drawer

Special Equipment:

Rooms/Spaces Required and Estimated Area

Office/Counter/Lobby	350sf (2) workstations
Nurse's Office	180sf
Exam Room	150sf
Lavatory	80sf
File/Vault	100sf

Miscellaneous:

1. Counter needs to be 8' – 10' long and waiting space away from counter

Department: Finance
Representative: Terrie Giotis, CFO
Cathy Romeo, Clerk
Date of Interview: 12/18/2012

Staffing Level

Current: 3 (2 Full Time, 1 Part Time 2:30-4:30)
Previous 5 years: 2
Future 1 to 5 years: Same as current
Future 10 to 20 years: Additional 1 dedicated part time with work station, place near front for visitor use

Primary Dept. Interaction: Other Departments come here; sign vouchers, drop off bills. Keep near Health Dept. if sharing staff.

Hours of Operation: 9:00am – 4:30pm

Public Interaction Rate: Rarely, sometimes inquires regarding payroll. Department heads pick-up checks at this office.

Public Interaction Type and Concerns:
No counter needed.

Parking

Department Vehicles: 0
Staff Vehicles: 2
Public: 0

Storage Needs

Active (daily access): 7 file cabinets, could use a few more
Beginning to scan files but need to keep 7 years
Inactive (long term): Long term are in bldg, others off-site

Special Equipment: copier, fax, scanner, printer

Rooms/Spaces Required and Estimated Area
Office 300sf 3 work stations

Miscellaneous:

1. Could use a supply closet

Department: Court / Violations
Representative: Beryl Horbert, Court Admin.
Glenda Hickey, Deputy Court Admin.
Date of Interview: 12/18/2012

Staffing Level

Current: 3 (Violations Clerk is Part time/Judge not incl.)
Previous 5 years: 2
Future 1 to 5 years: 3
Future 10 to 20 years: 3 (part time becomes full)

Primary Dept. Interaction: Court / Judge

Hours of Operation: 9:00am – 4:30pm plus court sessions at evenings twice monthly

Public Interaction Rate: 5-15 daily at window; public pays most tickets on-line

Public Interaction Type and Concerns:

Visitors pay fines/tickets during court sessions and daily. Public can be irate at paying fines. Ballistic protection is required by state court.

Special Needs: Safety / Security
Bullet resistant pay window and adjacent wall area required by state court

Parking

Department Vehicles: 0
Staff Vehicles: 3 (judge would park at police area)
Public Vehicles: 2 - Daily
35-50 – Court Nights

Storage Needs

Active (daily access): 7 file cabinets
Inactive (long term): Files in closet at attic; an adjacent file room would be ideal for all files

Special Equipment: Copier, fax, typewriter, extra PC for processing

Rooms/Spaces Required and Estimated Area

Courtroom	(same room as council chambers)
Judge's Chambers	140sf
Prosecutor	100sf (can serve as meeting room for all others when not in use)
Violations	300sf
File Room	200sf

Miscellaneous:

1. Judge must have egress separate from public at court session.
2. Judge must have direct access to violations, chamber and restroom from Dais. Restroom maybe provided as part of Administration suite lounge.
3. Ballistic protection and emergency call buttons required at violations and Dais.
4. Dais must be ADA compliance (ramp).

Department: Tax Collector/Assessor
Representative: Barbara Kozay
Date of Interview: 12/18/2012

Staffing Level	Collector	Assessor
Current:	1	1 (1 night / week)
Previous 5 years:	2	Used to have a clerk with assessor
Future 1 to 5 years:	Same as current	
Future 10-20 years:	Same as current	

Primary Dept. Interaction: Minimal interaction

Hours of Operation: 9:00am – 4:30pm

Public Interaction Rate: Quarterly peak – 10 day period. Nearly 2,000 people over that time period.

Public Interaction Type and Concerns:
There is an open counter with waiting area with seating. A 'teller' window arrangement is not desired. A vault/secure room is required for money and records.

Parking

Department Vehicles:	0
Staff Vehicles:	2
Public:	1-10

Storage Needs

Active (daily access):	File room is currently full.
Inactive (long term):	Vault is currently full (tax records, minutes of council, etc.) 25% bigger would be ok. There is no off-site storage for this department.

Special Equipment: Copier, shredder, server for municipal building (may be housed elsewhere)
Stool seating at counter

Rooms/Spaces Required and Estimated Area

Office/Counter/Lobby	500sf
File Room	200sf
Vault	200sf

Miscellaneous:

1. Property record cards on PC.
2. Peak loads of visitors at tax periods can be very busy.

Department: Teen Center
Representative: Joseph Fortunato
Date of Interview: 2/1/2013

Staffing Level

Current: 1
Previous 5 years: Same as current
Future 1 to 5 years: Expected to be same as current
Future 10 to 20 years: Expected to be same as current

Primary Dept. Interaction: Recreation

Hours of Operation: 6-10pm Fridays

Public Interaction Rate: There are 60-70 children at the center on Friday evenings. The pattern would be different if other evenings or days were in operation.

Public Interaction Type and Concerns:

Space can be noisy and active. Ideally users would not travel far into the overall building to get to the teen center's space.

Parking

Department Vehicles: 0
Staff Vehicles: 1
Public Vehicles: Children are dropped off or walk

Storage Needs

Active (daily access): minimal storage need, some needed at kitchen

Special Equipment:

kitchen equipment for pizza and warming
premade food items, refrigerators for drinks.

Rooms/Spaces Required and Estimated Area

Kitchen 200sf
Activity Room 2,000

Department: Police Department
Representative: Chief Brian Venezia
Date of Interview: 12/18/2012

Staffing Level

Current: 34 Officers / 8 Civilians
Previous 5 years: 36 (2 yrs ago)
Future 1 to 5 years: 34 / 9 Civ.
Future 10 to 20 years: Total may drop to 30 or so due to retirements initially but then rise to current levels again.

Primary Dept. Interaction: Court/Violations, Health

Hours of Operation: Dispatch is staffed 24 hours/day

Public Interaction Rate: 15-20 people most during business hours

Public Interaction Type and Concerns:

Separation of flow between visitors, police staff and prisoners is essential in the design of a safe and efficient police department. Prisoners must enter/exit securely via a sally port garage that is directly connected to the processing/cell area. The public lobby must have ballistic protection for the police staff at the command desk and records service points. A separate records window is required.

Parking

Department Vehicles: 20 including misc. vehicles/equipment
Staff Vehicles: 15 at max shift
Public Vehicles: 3

Storage Needs

Active (daily access): File cabinets within workspaces, plus a 'records' file room
Inactive (long term): File room(s) needed

Special Equipment:

administrative spaces: copier, fax
prisoner handling: processing / testing equipment
ballistic protection at dispatch/lobby

Miscellaneous:

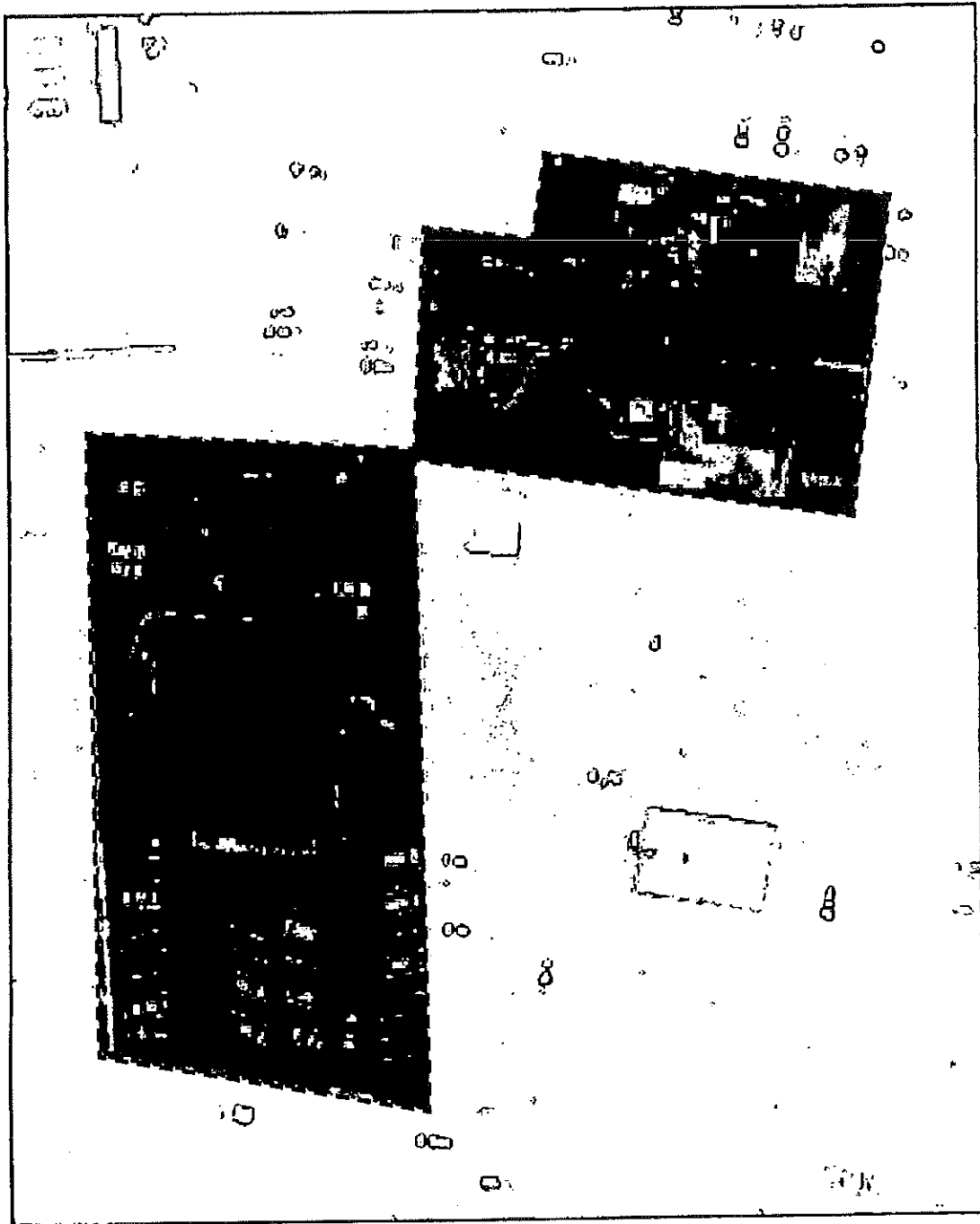
- Emergency Events can have 18 people on at the same time.
- Emergency Management is held at municipal conference room.
- Chief is OEM captain and 1 lieutenant is deputy.
- Officer staff level of 34 officers includes 33 male and 1 female.
- Civilian staff of 8 includes 3 male and 5 female.
- Administration: Chief, secretary, 2 captains, 2 lieutenants (same room).
- 6 person conference, Records/ shared file room, access to lobby window.
- Training/Briefing can be combined.
- A meeting for 12-14 persons at a table with extra space in room for OEM operations.
- Break Room for lunch/dinner with tables and chairs for 8-10 people.
- Dispatch area has 2 persons all day. Keep other staff away from work area. Emergencies can require 3-4 persons. Ideally a lieutenant (tour commander) would be located next to dispatcher. Ok to have processing away from dispatch.
- Evidence needs to be bigger, about 400sf, evidence weapons can be in locker/cage at room; refrigerator needed for DNA samples; oversized evidence can be held in secure area of garage.
- Processing area needs separate male/female cells. A separate room for breathalyzer. An interview room at processing ideal. Sally Port is needed with direct access to processing.
- 1 oversized garage for car & storage.
- Detective needs interview room (acts as "juvenile" interview room); 2 detectives and 1 detective-sergeant at office.
- Dare needs office plus storage.
- Reports writing room needed. Radios can be stored/charged here.
- Sergeant's office will require 2 workstations shared; (future 8 patrol, 1 det sgt) no separate traffic office needed.
- Server IT room needs to be properly sized and conditioned.
- Weapons / Ammo can be combined in one room; gun cleaning at range not in building.
- Storage is need throughout.
- Prisoner handling is problematic in existing building. Patrol cars need clear and direct access/egress from site.



Existing Municipal Building

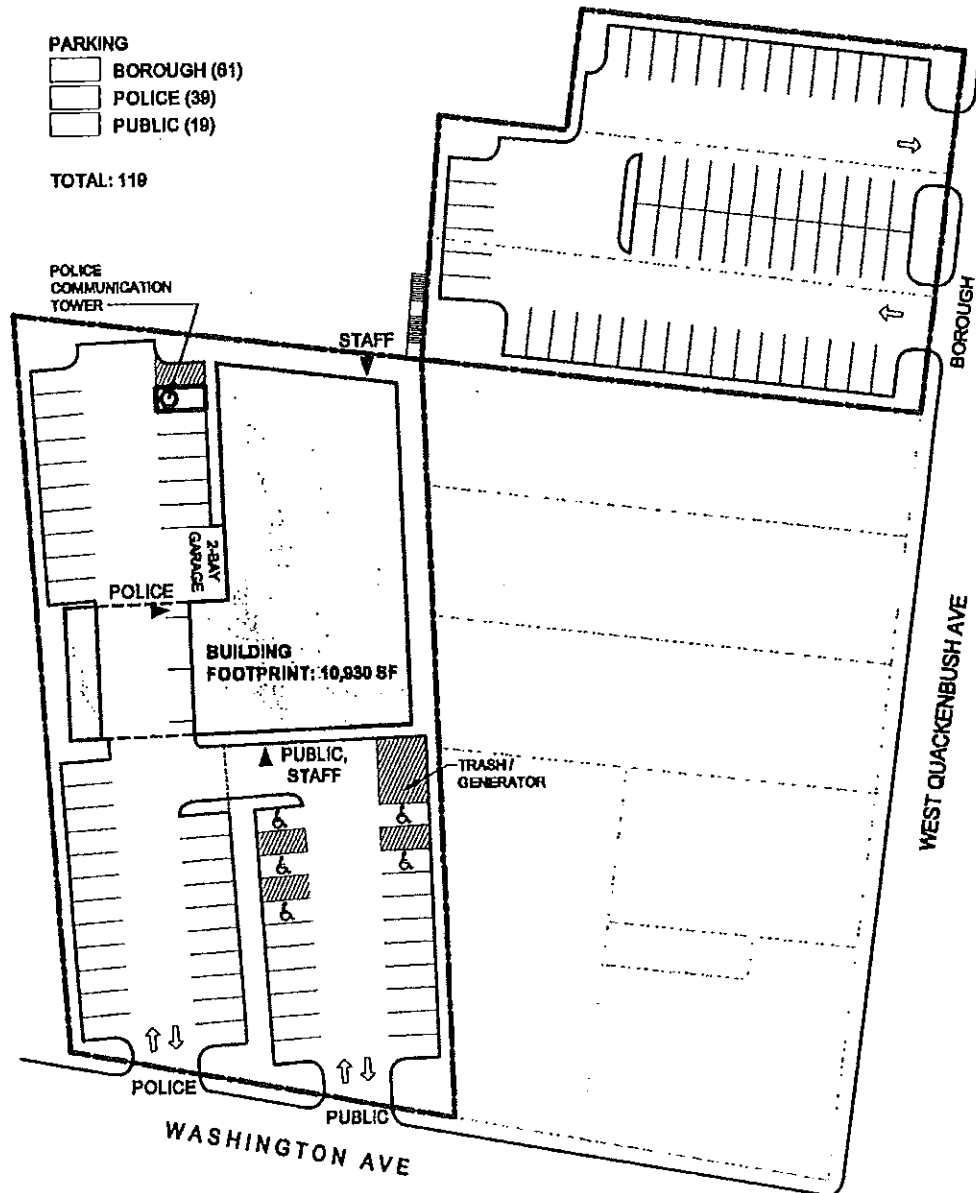
The proposed municipal complex contains two-stories plus a lower level. The building was placed toward the rear of the property to improve the parking arrangement as well as secure police vehicles. The second floor of the building extends over the ground floor creating a covered gateway into the private parking area. Setting the building away from the street also allows for multiple driveway access points.

As for the layout of uses, the Police department and a main building lobby are placed at the grade level; The Teen Center is below at the lower level and the administrative spaces occupy the upper floors.



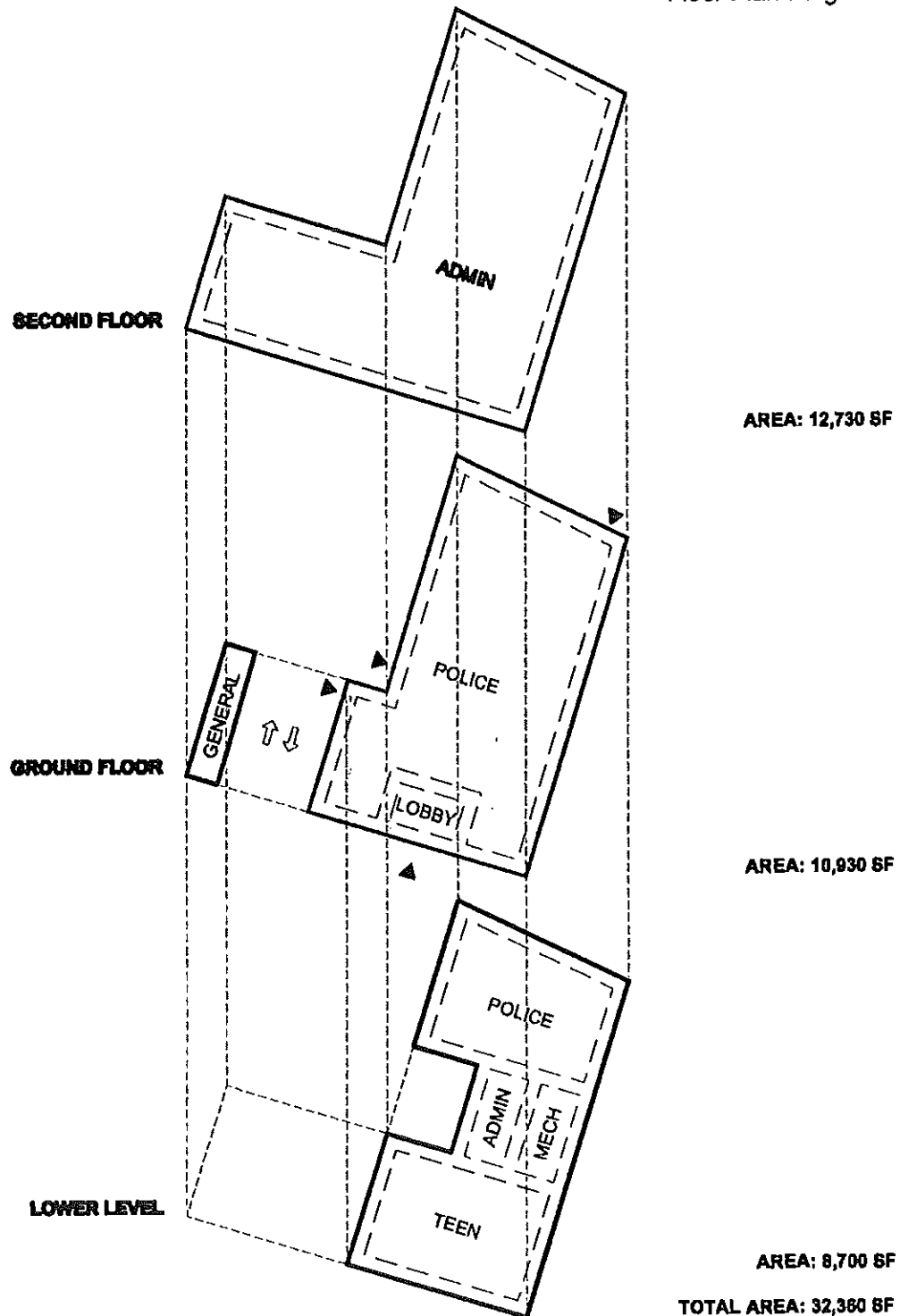
Aerial Image of Site

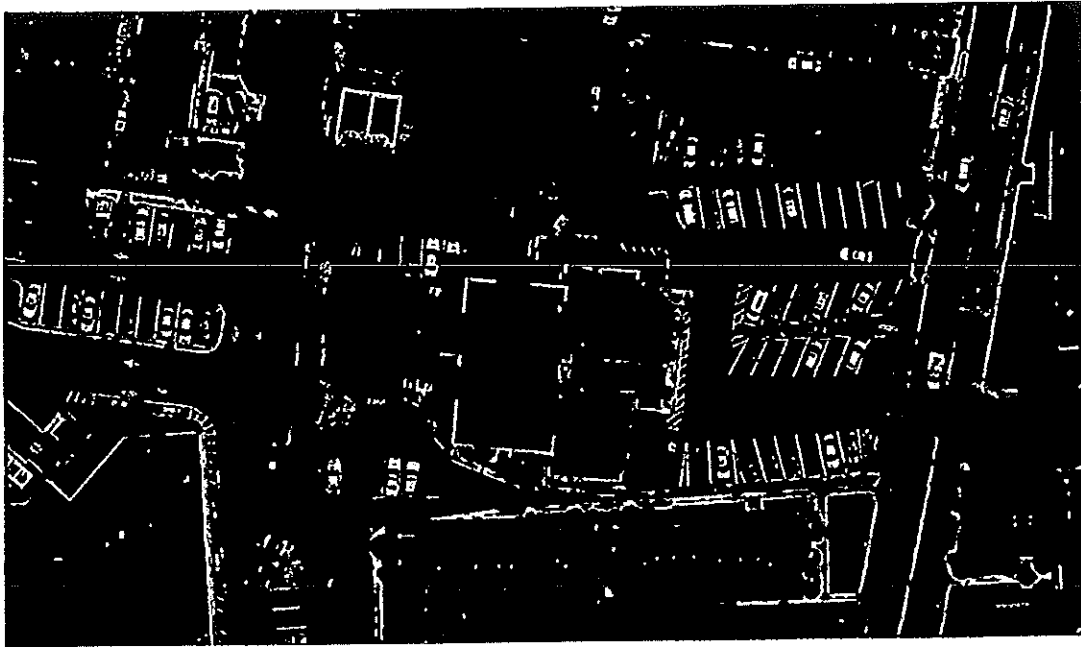
Site Plan



SCALE: 1/70" = 1'-0"

Floor Plan Diagram





Aerial Image of Site

The projected costs prepared on the following page is an opinion of the likely construction and project values. These are preliminary numbers based on the concept depicted in this report and are tempered by the architects' professional experience with municipal projects.

Unknowns exist as to site conditions, utilities, and demolition (specifically with regard to hazardous materials). Once further investigation is performed in later phases of professional services, a more refined opinion of costs can be achieved.

Dumont Municipal Complex

Statement of Probable Construction Values

New Building

	NEW Area (SF)	Rate (\$/SF)	Subtotal	Total
Lower Level	7750	\$200	\$ 1,550,000	
Ground Floor	10750	\$265	\$ 2,848,750	
Second Floor	6375	\$235	\$ 1,498,125	
Third Floor	6375	\$235	\$ 1,498,125	
Subtotals	31250		\$ 7,395,000	
			TOTAL Unique Items	\$ 1,396,000
			TOTAL 'Bricks & Mortar'	\$ 8,791,000

UNIQUE ITEMS

Elevator	\$ 125,000
Site Work	\$ 350,000
Demolition/Haz Mat'l	\$ 450,000
Relocate generator	\$ 50,000
Temp police trailers	\$ 171,000
Roof top Police tower	\$ 250,000
Total	\$ 1,396,000

SOFT COSTS

A/E Fees	\$ 571,415
Furniture	\$ 300,000
Bonding Costs	\$ 50,000
Total	\$ 921,415

Total Probable Value \$ 9,712,415

Notes:

1. These amounts are preliminary in nature and should be treated as such. They are based upon today's dollars without specific escalation to match a particular start date.
2. Demolition allowance includes the municipal building and the buildings at the proposed additional properties. Hazardous materials abatement scope is unknown at the time.
3. Temporary police department trailers are projected to be \$6,000/month lease plus the utility hookup costs of \$75,000. Assuming a 16 month rental the costs could be \$171,000.

EXH. F



2015
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CORREA	✓			
HAYES	✓			
MANNA	✓			
MORRELL	✓			
RIQUELME	✓			
ZAMECHANSKY	✓			
MAYOR KELLY				
TOTALS	6			

Resolution No. 75

Date: February 17, 2015

Page: 1 of 2

Subject: Investigation of Certain
Property for Potential
Redevelopment

Purpose: Authorize and Direct the Joint
Land Use Board to Conduct

Dollar Amount: _____

Offered by: Manna

Seconded by: Riquelme

Prepared By: Gregg Paster, Esq.

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by:

Susan Connelly
Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH
OF DUMONT IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY,
AUTHORIZING AND DIRECTING THE JOINT LAND USE BOARD OF
THE BOROUGH OF DUMONT TO CONDUCT A PRELIMINARY
INVESTIGATION OF CERTAIN PROPERTY WITHIN THE BOROUGH
FOR POTENTIAL REDEVELOPMENT**

WHEREAS, N.J.S.A. 40A:12A-6 authorizes the governing body of any municipality, by resolution, to have its Joint Land Use Board conduct a preliminary investigation to determine whether an area of the municipality is an "area in need of redevelopment" pursuant to the criteria contained in N.J.S.A. 40A:12A-5; and

WHEREAS, the Mayor and Council of the Borough of Dumont consider it to be in the

best interest of the Borough to have the Joint Land Use Board conduct such an investigation regarding certain property located in the Borough at 50 Washington Avenue, which property is identified as Block 1215, Lot 12, as shown on the official Tax Map of the Borough of Dumont (the "Property"); and

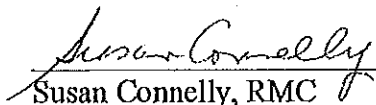
WHEREAS, the Mayor and Council believes the Property is potentially valuable for contributing to, serving, and protecting the public health safety and welfare and for the promotion of smart growth within the Borough; and

WHEREAS, the preliminary investigation will be designed to evaluate the area to determine whether designation of the Property as "in need of redevelopment" is appropriate and in conformance with the statutory criteria contained in N.J.S.A. 40A:12A-5.

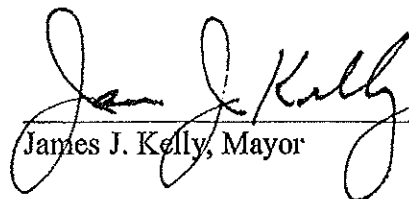
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Dumont, they being the Governing Body thereof, as follows:

1. The Joint Land Use Board of the Borough of Dumont is hereby directed to conduct a preliminary investigation to determine whether the aforementioned Property, or any portions thereof, constitute an "area in need of redevelopment" according to the criteria set forth in N.J.S.A. 40A:12A-5;
2. The Joint Land Use Board of the Borough of Dumont is hereby directed to study the area known as Block 1215, Lot 12; to develop a map reflecting the boundaries of the proposed redevelopment area; to provide public notice and conduct public hearings pursuant to N.J.S.A. 40A:6; and to draft a report/Resolution to the Mayor and Council containing its findings; and
3. The results of such preliminary investigation shall be submitted to the Mayor and Council for review and approval in accordance with the provisions of N.J.S.A. 40A:12A-1 et seq.

This Resolution shall take effect immediately.



Susan Connelly, RMC
Municipal Clerk

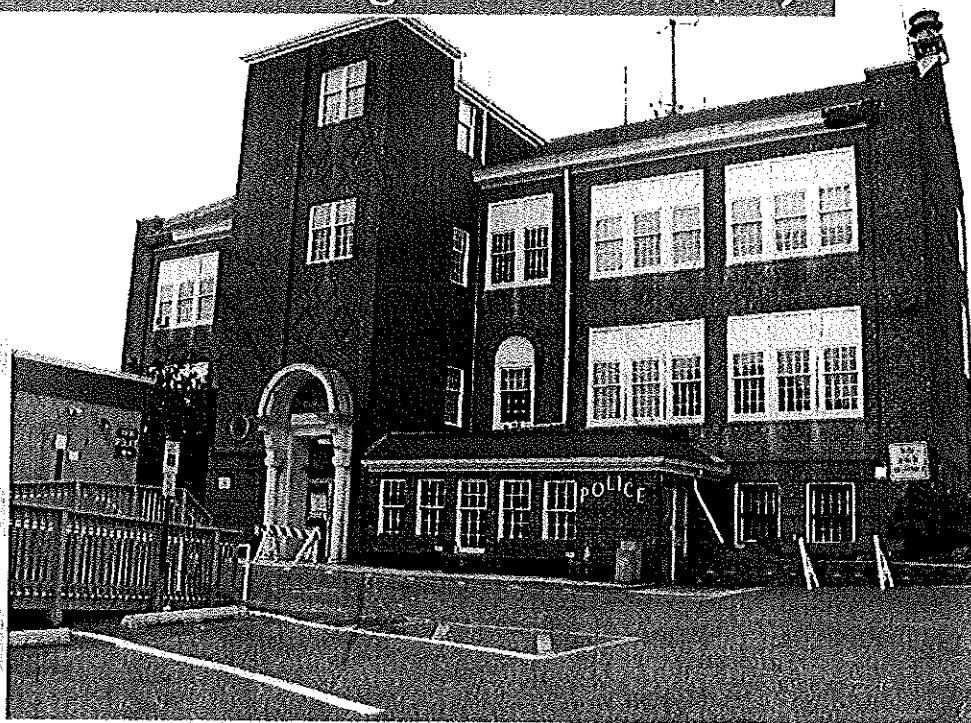


James J. Kelly, Mayor

EXH. G

Redevelopment Study Area Determination of Need

Block 1215, Lot 12 50 Washington Avenue
Borough of Dumont, NJ



Prepared by:

Darlene A. Green, PP, AICP



May 29, 2015

The original of this report was signed in accordance with NJSA 45:14A-12

CONTENTS

I. Introduction	2
II. Criteria for Redevelopment Area Determination	3
III. Description of Study Area	4
IV. Area Evaluation for Conformity with Required Redevelopment Criteria	15
V. Appendices.....	28

I. INTRODUCTION

The purpose of this report is to determine whether Block 1215, Lot 12 (hereinafter referred to as the Study Area), also known as the Borough of Dumont Municipal Building, qualifies as an Area in Need of Redevelopment as defined by the Local Redevelopment and Housing Law (NJSA 40:12A-1 et seq., herein referred to as LRHL). This analysis has been conducted pursuant to the LRHL, which specifies the conditions that must be met within the delineated areas and the process to be undertaken by the Planning Board during the investigation.

This report is written pursuant to Section 6 of the LRHL (NJSA 40:12A-6), which requires the following:

- a) No area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by resolution, authorize the Planning Board to undertake a preliminary investigation to determine whether the proposed area is a redevelopment area according to the criteria set forth in Section 5 of the P.L. 1992(C.40A:12A-5). Such determination shall be made after public notice and public hearing as provided in subsection b. of this section. The governing body of a municipality shall assign the conduct of the investigation and hearing to the planning board of the municipality.
- b)
 - 1) Before proceeding to a public hearing on the matter, the planning board shall prepare a map showing the boundaries of the proposed redevelopment area and the location of the various parcels of property included therein. There shall be appended to the map a statement setting forth the basis for the investigation. This report is provided as both the statement and map to satisfy this requirement.
 - 2) The planning board shall specify a date for and give notice of a hearing for the purpose of hearing persons who are interested in or would be affected by a determination that the delineated area is a redevelopment area.

The Borough Council, by Resolution #75, dated February 17, 2015, requested that the Joint Land Use Board of the Borough of Dumont undertake a preliminary investigation as to whether the Study Area identified in the resolution is in need of redevelopment pursuant to the LRHL. (See Appendix)

Section 6b(4) of the LRHL also requires the Planning Board to hold a hearing on this matter prior to recommending that the delineated area, or any part thereof, be determined or not determined a redevelopment area by the governing body. After obtaining the Planning Board's recommendation, the governing body may adopt a resolution determining that the delineated area, or any part thereof, is a redevelopment area (Section 6b(5) of the LRHL). This report serves as the statement setting forth the basis for the investigation of an area in need of redevelopment, as required under the LRHL.

Before presenting the Study Area investigation and parcel level analysis, it is important to note that the determination of need presented in this analysis is only the first step of the redevelopment process and does not provide guidance with respect to the planning, development or redevelopment of the project area. Section 40A:12A-7 of the LRHL describes the tool (the redevelopment plan), which specifies how the redevelopment should be planned, in addition to the process through which such a plan is prepared.

A redevelopment plan, which may supersede the zoning of an area or serve as an overlay thereto, specifies the following:

- Relationship of the project area to local objectives as to appropriate land uses, density of population, improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.

- Proposed land uses and building requirements in the project area.
- Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing housing market.
- An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan. (Note: not every property in a redevelopment area must be acquired and, in fact, none may be acquired; the redevelopment plan can specify buildings or uses to remain in the redevelopment area and to be incorporated into the future design and development of the area).
- Any significant relationship of the redevelopment plan to the master plan of contiguous municipalities, the master plan of the county, and the State Development and Redevelopment Plan.

This report and investigation are aimed only at determining whether the Study Area meets the statutory criteria to be identified as an Area in Need of Redevelopment and therefore does not contain any of the specific planning guidance contained in a redevelopment plan.

II. CRITERIA FOR REDEVELOPMENT AREA DETERMINATION

Section 5 of the LRHL outlines the criteria that can be considered in evaluating a Study Area. An area may be determined to be In Need of Redevelopment if, after investigation, notice and hearing, the governing body of the municipality concludes by resolution that any one of the following relevant conditions is found:

- a) The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- b) The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be untenable.
- c) Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or entity, or unimproved vacant land that has remained so for a period of ten years prior to the adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d) Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals or welfare of the community.
- e) A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare, which condition is presumed to be having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.

- f) Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g) In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L.1983, c. 303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c. 79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L.1991, c. 431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L.1991, c. 441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L.1992, c. 79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.
- h) The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

In addition to the above criteria, Section 3 of the LRHL, which defines the redevelopment area, allows the inclusion of parcels necessary for the effective redevelopment of the area, by stating "a redevelopment area may include land, buildings, or improvements, which of themselves are not detrimental to the health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area in which they are a part."

III. DESCRIPTION OF STUDY AREA

STUDY AREA DESCRIPTION

The Study Area is one lot that contains the Borough of Dumont Municipal Building (now vacated) and its attendant parking area (See Figure 1 and Figure 2). It is located in the south-central portion of Dumont about 600 feet north of the Borough of Bergenfield municipal line. The Study Area has 150 feet of frontage on Washington Avenue and extends about 286 feet in depth. The block in which the Study Area is located is bordered by West Quackenbush Avenue to the north, Columbia Avenue to the south, the Conrail railroad right-of-way to the west. The block contains a mix of uses including the Stop and Shop Food Market and Washington Commons with medical and general office and personal service uses located to the south of the Study Area. Directly adjacent to and south of the Study Area is a three-story apartment complex. Single family homes are located along West Quackenbush Avenue with some backing up to the Study Area. Directly north of the site along Washington Avenue are offices and a mixed use building. To the west, there is a significant grade change to the parking and loading area serving the supermarket. Along the east side of Washington Avenue in the vicinity of the Study Area are a variety of mixed uses including apartments, an animal hospital, New Provident bank, Walgreens pharmacy, restaurants and other retail and services uses (See Photos 1-5).

The Study Area is known as Block 1215, Lot 12. It is about one acre in size, located on the west side of Washington Avenue about 150 feet south of West Quackenbush Avenue. The three-story brick building was originally built for the Dumont School Board with a wall plaque dating from 1918. The Borough acquired the building from the Dumont Board of Education on April 26, 1962. According to the deed, the building was "no longer desirable or required for school purposes". The building has been vacated since February 13, 2015. There are temporary modular trailers, housing the Borough Police Department and Fire Department Office, which remain on the site.

Figure 1: Redevelopment Area Boundary Map – 'Study Area'

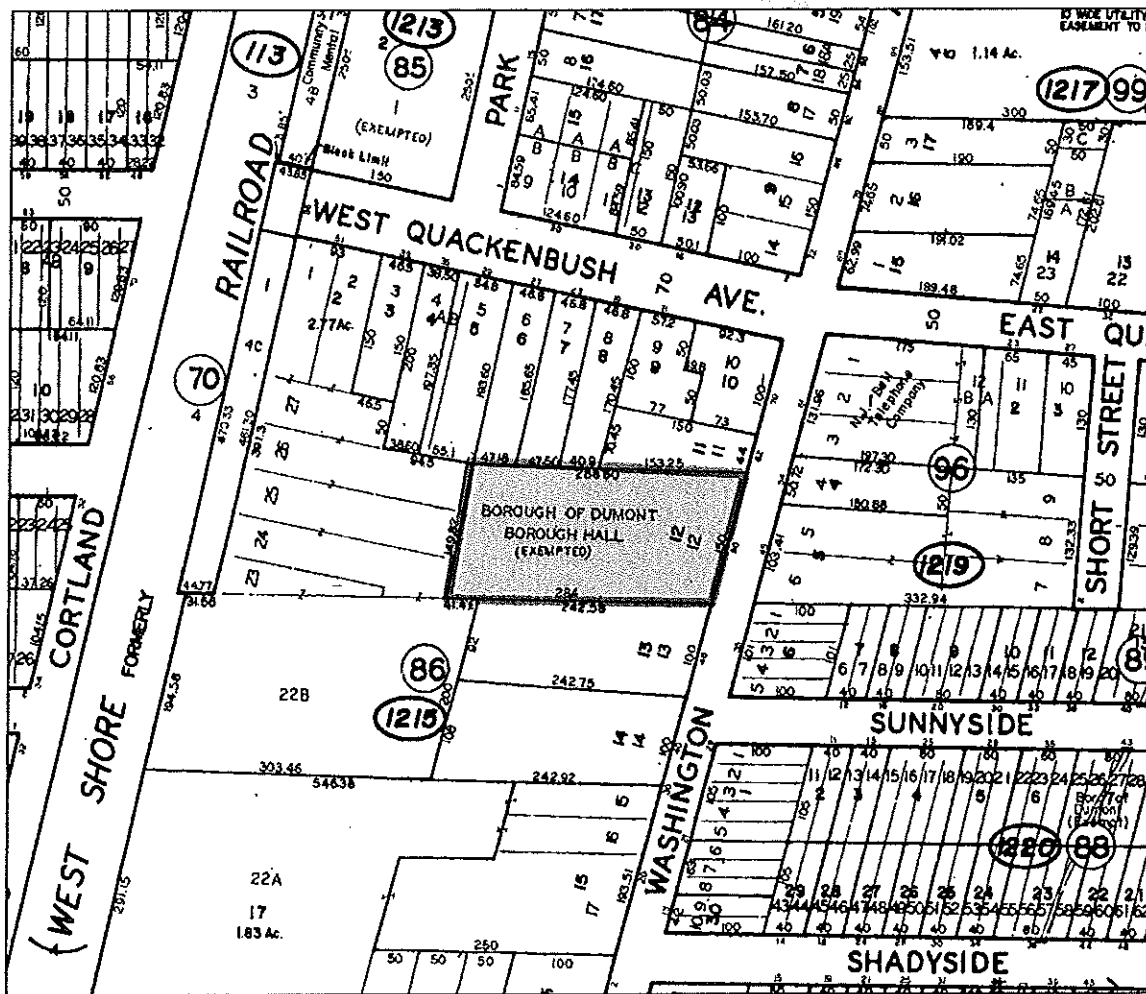
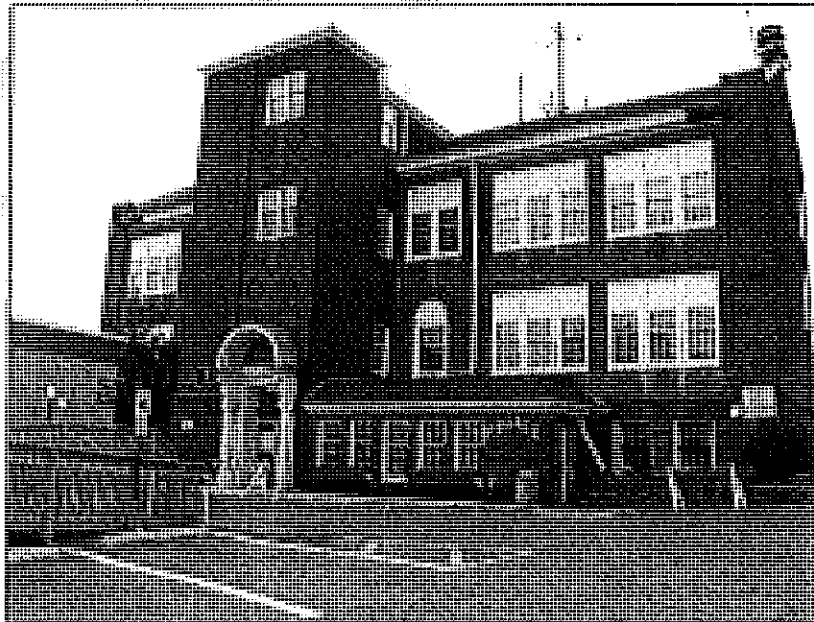


Figure 2: Bird's eye view of Study Area looking west¹



Photo 1: View of Durrant Municipal Building taken near Washington Avenue looking west



¹ www.bing.com

Photo 2: View of Stop and Shop parking lot south of the Study Area

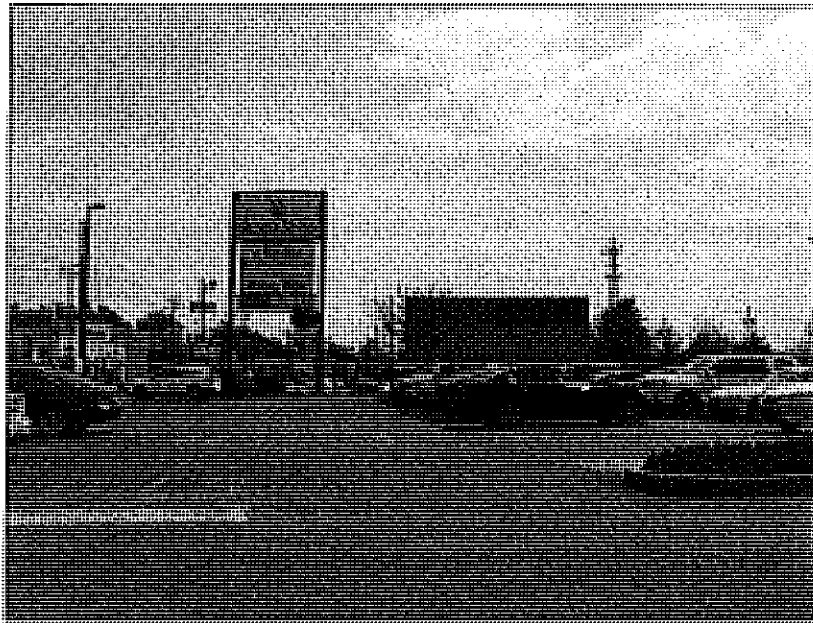


Photo 3: View looking east of apartments directly across Washington Avenue from the Municipal Building

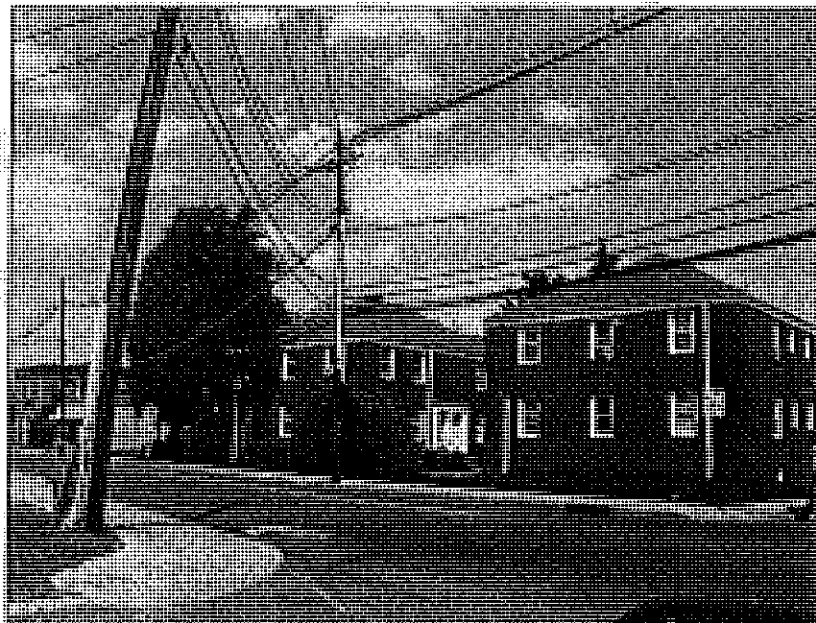


Photo 4: View of bank and commercial buildings across Washington Avenue at the southeast corner of Shadyside Avenue



Photo 5: View looking south from the Park Avenue /Church Street Avenue intersection towards residences along Church Street Avenue which back up to the Study Area



ZONING IN STUDY AREA

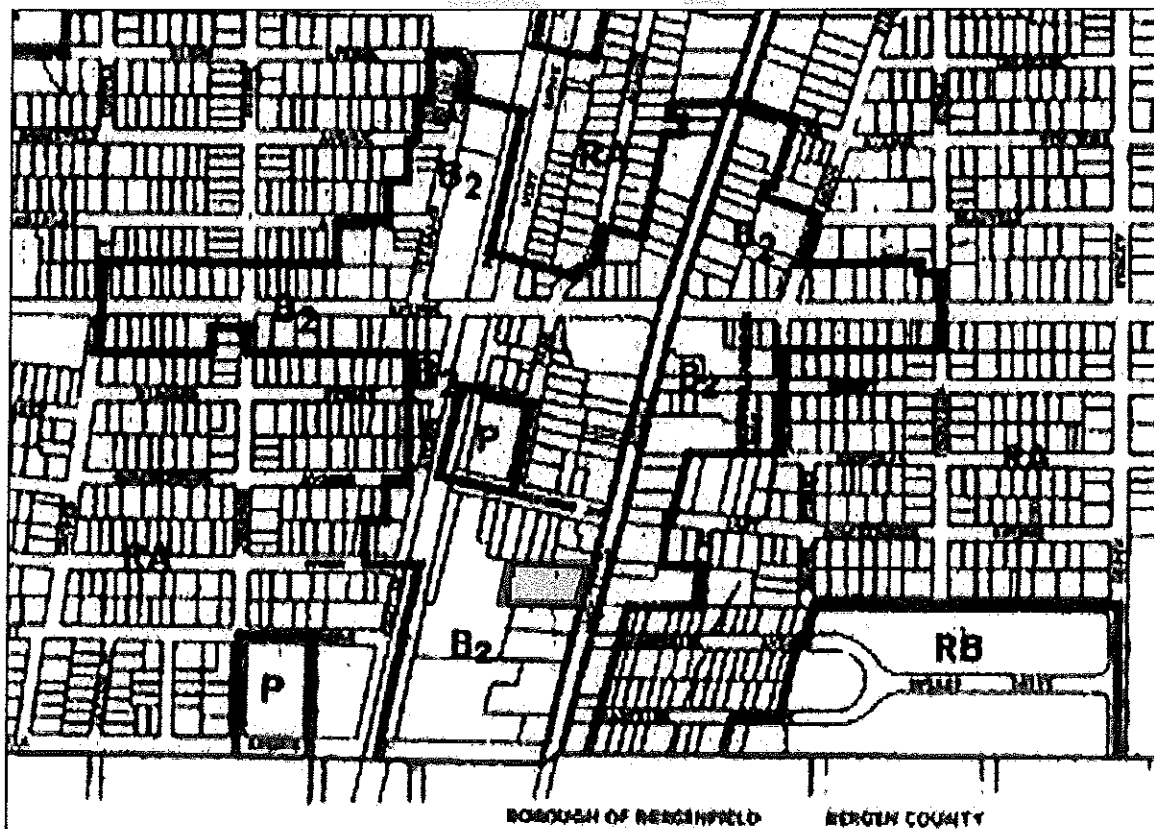
The Study Area is located in the B-2 Business and Commercial District. The B-2 District includes the Study Area and the greater Dumont business area (See Figure 3).

The B2 District in which the Study Area lies has the following zoning requirements:

- A. Principal uses
 - (1) Retail sale of goods and services
 - (2) Banks
 - (3) Business, professional and governmental offices
 - (4) Funeral parlors
 - (5) Restaurants
 - (6) Shopping centers
 - (7) Multifamily dwellings, provided that the same are confined to the upper floors of a building that is being used as a commercial use on the first floor; provided, further, that commercial and multifamily dwellings shall not be mixed on a single floor; and provided, further, that the commercial floor shall begin at or above ground level and shall not be subject to a bulk requirement set forth in § 455-8.
- B. Accessorial uses:
 - (1) Signs
 - (2) Fences or fence walls
 - (3) Garages
 - (4) Enclosed storage
 - (5) Off-street parking
- C. Prohibited uses:
 - (1) Repair garages
 - (2) The sale of motor vehicles
- D. Conditional uses. All industrial uses in the former LI Zone adjacent to West Shore Avenue shall be considered preexisting conditional uses in the B2 Business Zone.
- E. Buffer strips. The following buffer strip requirements shall apply to any business district use in the Borough of Dumont that adjoins or is adjacent to a residential use or any vacant land that is zoned for residential use:
 - (1) The business use shall be screened along those portions of the property that are adjacent to or adjoin a residential use by a fence or fence wall of not less than five feet in height or with a four-foot planting strip consisting of shrubs or trees which are at least four feet high at the time of planting.
 - (2) Such screening shall extend to the minimum setback line for the surrounding property.
- F. Bulk requirements. The bulk requirements for the business districts shall be those as set forth in the Limiting Schedule.

Limiting Schedule for B2 District	
Minimum Lot Area	NA
Minimum Lot Width	NA
Minimum Lot Depth	NA
Minimum Lot Frontage	NA
Minimum Front Yard Setback	NA
Minimum Side Yard Setback	10' only where business building is constructed adjacent to a residential lot, zone or existing residential structure
Rear Yard Setback	NA
Maximum Percent Lot Coverage	70
Minimum Percent Green Area	NA
Maximum Height	28 feet
Minimum Sidewalk Area	10 feet

Figure 3: Existing Zoning Map



MASTER PLAN STUDIES

The Borough of Dumont Land Use Element of the Master Plan was prepared in 1968, revised in 1981 and last updated in 1986. This 1986 update recommended a rezoning of the Study Area (and surrounding lands into a B1 Business Zone. At that time, the existing zoning on the Study Area property split the Study Area lot into D Business District in front, along Washington Avenue and the A One and Two Family Use District in the rear. A Master Plan Reexamination Report was conducted in 2000 and a Master Plan Reexamination Report and Land Use Element Updated were adopted in 2007. The latest Reexamination Report was adopted on April 29, 2014. The Study Area was not addressed in the latest documents and no potential redevelopment areas were discussed for incorporation into the Land Use Plan.

The 2007 Land Use Plan specifically incorporated the 15 general purposes of NJSA 40:SSD-2, the Municipal Land Use Law, as amended. Purpose "a" specifically applies to the Study Area as follows:

- "a. To encourage municipal action to guide the appropriate use or development of lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;*

SITE HISTORY

Historic information pertaining to the site was obtained from online aerial photography.² In 1953, the Study Area is developed with the school building, residential along West Quackenbush Avenue and some commercial type structures along Washington Avenue with considerable open landscaped areas (Figure 4).

By 1966, a larger structure and significant parking was developed to the south and west of the site in the area of the current Stop and Shop Food Center (Figure 5). In the 1987 aerials, some changes in buildings have continued to occur along Washington Avenue (Figure 6).

By 1995, the Washington Commons office/ business center has been built. It is located two lots to the south of the Study Area (Figure 7). By 2002, the Stop and Shop Center had been constructed, replacing a smaller commercial structure on this property; it adjoins the Washington Commons shops and offices. The 2013 aerial shows generally current conditions (Figures 8 and 9).

Examining the 1953 aerial as compared to 2013 aerial, the area around the Study Area continued to develop for business uses except along West Quackenbush Avenue, which has primarily remained residential, except proximate to the rail line.

² NETR Online Aerials <http://www.historicaerials.com/>

Figure 4: 1953 Aerial

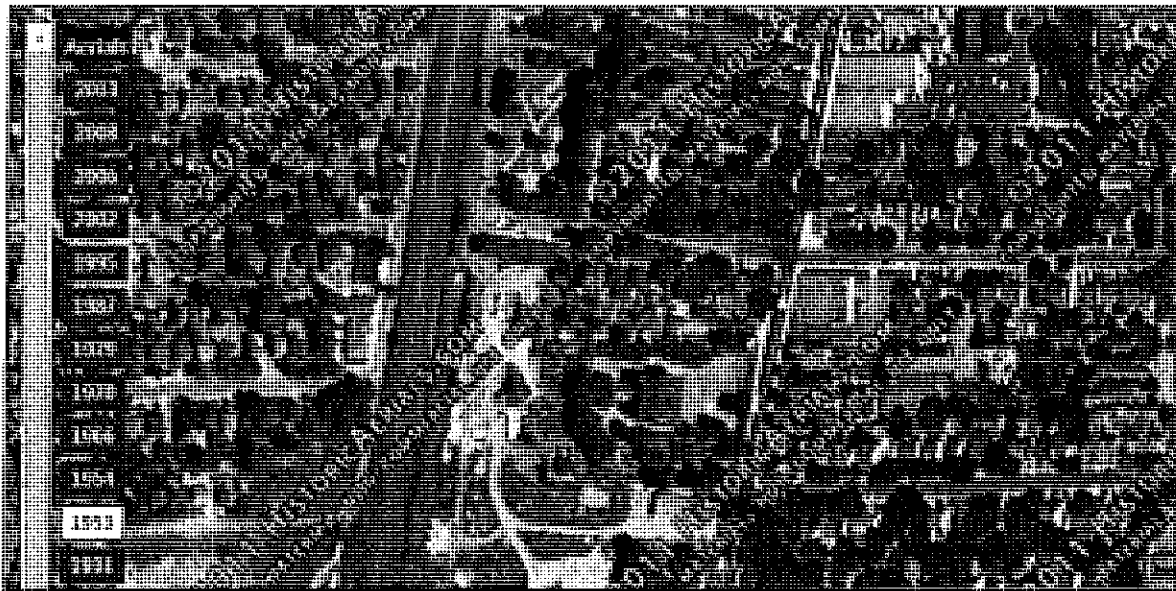


Figure 5: 1966 Aerial

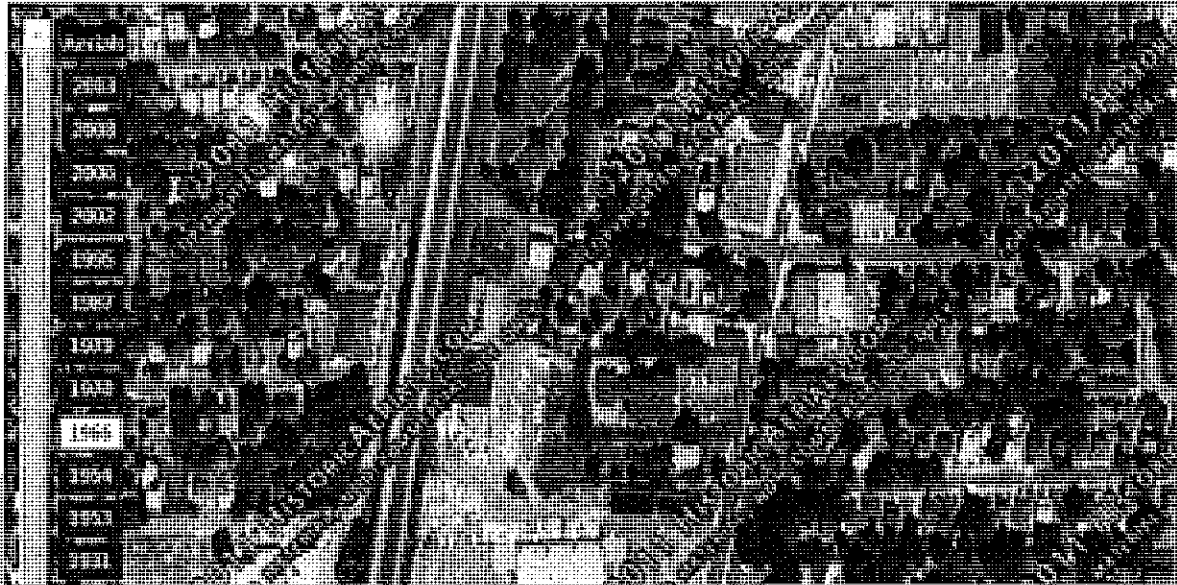


Figure 6: 1987 Aerial

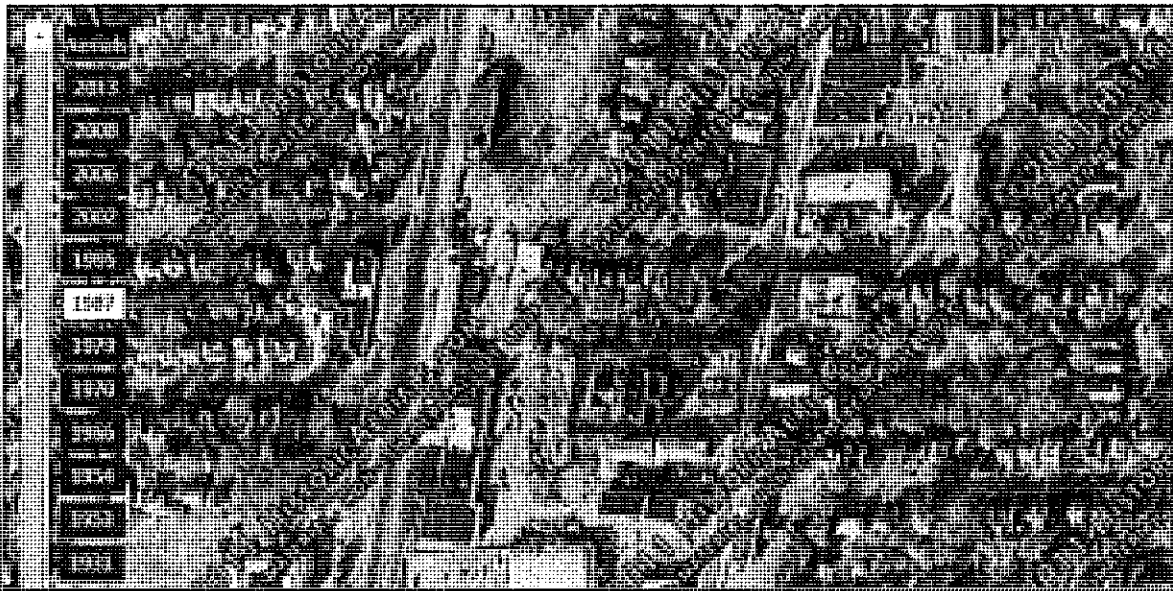


Figure 7: 1995 Aerial



Figure 8: 2002 Aerial

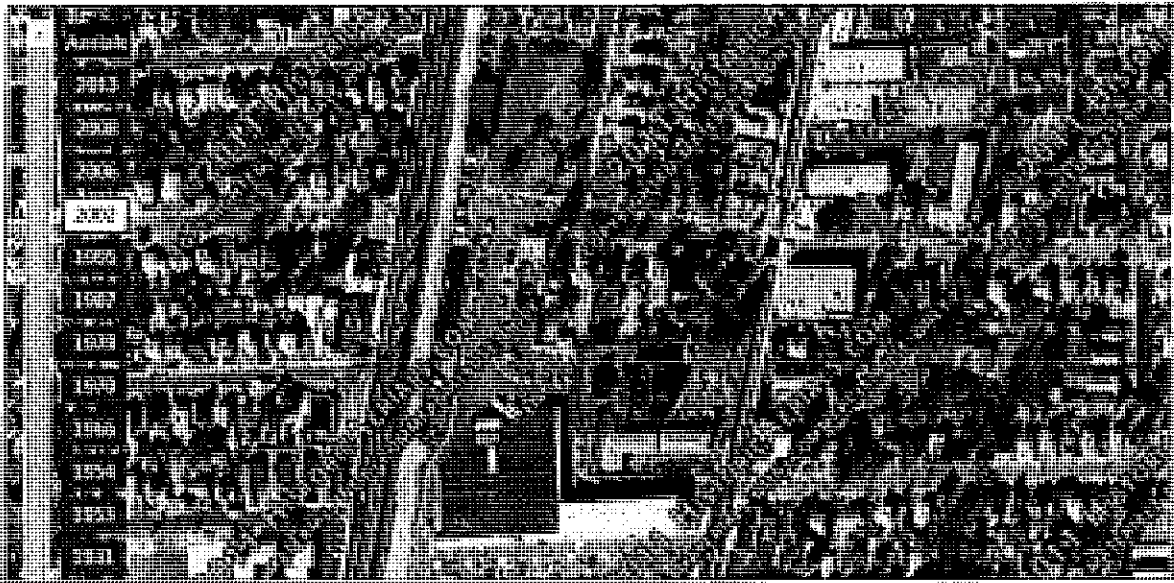
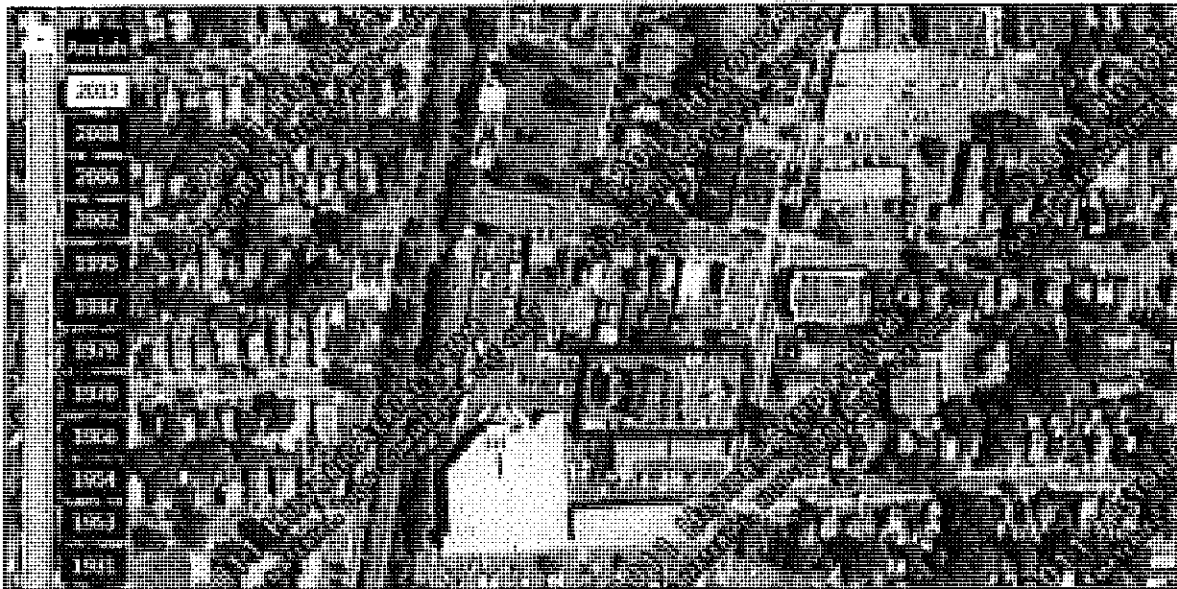


Figure 9: 2013 Aerial



IV. AREA EVALUATION FOR CONFORMITY WITH REQUIRED REDEVELOPMENT CRITERIA

STUDY APPROACH

An analysis of the Study Area's existing physical characteristics was conducted via a site inspection with the Borough of Dumont Head Custodian on Monday, May 4, 2015. Historic aerial photographs were reviewed (see Figures 5 through 10). The Township's Master Plan, Master Plan Reexamination Reports, Zoning Ordinance were also reviewed as well as various Township documents on the building's condition. These documents dated from 2008 to 2014. It should be noted that all photos were taken on May 4, 2015, unless otherwise noted.

PROPERTY EVALUATION

This property consists of almost one acre with 150 feet of frontage along Washington Avenue. The building was dedicated in 1918 and used as a school until it was closed sometime before 1962³. On April 26, 1962, the Borough of Dumont Board of Education deeded the property, known as the Washington Avenue School, to the Borough of Dumont, stating that the "building was no longer desirable and required for school purposes".

CRITERION A

The building has since been used as the Borough Hall. The existing building encompasses 39,970 square feet⁴. There is a basement and three floors including the main building and rear addition. Based upon a 1992 Existing Conditions Survey,⁵ the building had the following configuration:

Basement: Police facilities: police offices, squad room, records, photo, computer and radio rooms, traffic control office, lockers, kitchen storage, dog pound and mechanical rooms.

First Floor: Health Department, Borough Clerk, Tax Assessor, Tax Collector, Treasurer, Administration, Violations Bureau, Mayor's Office, Council Chambers, Building Inspector, Court Room, and related utilities and storage facilities

Second Floor: Bureau of Fire Prevention offices and related facilities, Senior Citizens Offices, Juvenile Bureau, E.R.T. Team offices, custodian's office and restroom facilities, and attic area which is over first floor courtroom

Third Floor: Senior Citizen Center (later a Teen Center), restrooms, kitchen and storage

In 1977, major renovation work on the building included a new elevator located at the front entrance and a hallway to the Police Department. There has been on-going repairs and replacement of equipment over the years; however, as documented in reports from 2008 until 2014, the condition of the existing building has continued to deteriorate. On August 27, 2014, a memorandum from the Borough Administrator John P. Perkins, CPM, documents the many studies conducted to identify and address issues throughout the building from 2008 to 2014. (A copy of this August 27, 2014 memo is included in the Appendix). Included were municipal resolutions

³ On May 20, 2015 information was received from the Borough Clerk that a resident stated that the building had been built in 1888, had a major addition in 1906, and a second addition in 1918. This was not able to be verified.

⁴ Acari & Iovino, Municipal Building Study, dated 04/16/2015

⁵ Dumont Borough Hall, Existing Conditions, prepared by Wells Associates, Architects Planners dated 5/15/92 consisting of 2 sheets.

authorizing a Feasibility Study (2008), repair to the roof (2008), asbestos abatement (2008), and an Architectural Needs Assessment (2012).

Many of these cited documents were provided for review in the preparation of this report. They indicated during the period from 2008 and later the building problems that needed to be rectified. The reports prepared by Ed Rossi, Borough of Dumont, Construction Code Official and Ms. Melissa Johnson, Industrial Hygienist, County of Bergen Health Department are summarized below. They provide a picture of conditions on the property that have identified public health and safety concerns. (Copies of these reports are provided in the Appendix).

In the November 2, 2011, Inspection Report, which was prepared by Ed Rossi, Borough of Dumont, Construction Code Official, he stated: "This response is the result of an inspection of the Borough Hall Building which outlines many current deficiencies. Please be advised that structural damage behind the closed walls is a probability. Prolonged use of this structure is not recommended without total renovations or extensive repairs."⁶ Mr. Rossi's Report identified major repair problems throughout the building. These can be summarized as follows:

- o Repair of plumbing, main water shut off valves, bathrooms, drainpipes that leak, toilet waste leaking from common drain pipe, 1964 hot water boiler needs replacement
- o Water flooding into building in many places; boiler room and rear hall to boilers, leaks from ceiling, leaks from below grade, water damage noted
- o Stairway wells, walls deteriorating (due to leaks), windows need repair, emergency exit doors need replacement
- o Air conditioning and heating problems throughout building
- o Ventilation in bathrooms insufficient (1st floor)
- o Mold conditions
- o Parking lot macadam needs resurfacing
- o Fire escape is unsafe
- o Exterior conditions – needs new roof, bricks pointing, windows caulked

In the November 28, 2011, Report by Melissa Johnson, MS, IH, Bergen County Dept. of Health Services, she described the findings of an industrial hygiene investigation of the Dumont Police Departments Evidence Locker Room, located at 50 Washington Ave., Dumont, NJ.

The report stated "Employees in the Dumont Municipal Building have been experiencing symptomology which may be related to poor indoor air quality. A request for an indoor air quality assessment was made as a result of concerns of intermittent odors, the presence of mold, the quality of the air inside the building, as well as other potential health hazards."..... The building has a host of occupational safety and health issues; however, this report is in response to a mold issues located on the wall and ceiling of Locker #1; Evidence Room."⁷

The report concluded that "a current cluster of health problems/concerns are consistent with mold allergies and carbon dioxide exposure and are most likely related to a combination of the above findings. Additional violations outside of the Evidence Locker #1 were noted during the site visit of the facility and are noted in the addendum."⁸ The health/safety hazards and violations must be remediated." The report provided extensive photos showing the

⁶ Municipal Building Inspection Report, prepared by Ed Rossi, Dumont Borough Construction Code Official, dated November 2, 2011

⁷ Industrial Hygiene Investigation Report, prepared by Melissa Johnson, MS, IH, Bergen County Department of Health Services, dated November 28, 2011, Page 3

⁸ Industrial Hygiene Investigation Report, prepared by Melissa Johnson, MS, IH, Bergen County Department of Health Services, dated November 28, 2011, Page 5

disrepair and damage to be corrected. These problems included water damage, mold water intrusion, damaged concrete, steps and bricks, damaged ceiling tiles, electrical hazards, overloaded outlet, exposed ceiling box, flooding, cans collecting rain water, pipe damage, damaged exit doors needing repairs and roof shingles missing,

The building situation became more urgent in late summer 2014, with the release of an August 5, 2014 Report by Melissa Johnson, MS, IH, Bergen County Department of Health Services, who conducted an industrial hygiene investigation on July 7, 23, and 30, 2015 at Dumont Borough Hall. The report was initiated by employees of the Dumont Police Department, who had concerns of potential asbestos exposures, the presence of mold as a result of excessive water intrusion, poor indoor air quality, and inadequate health and safety conditions throughout the Department. The following summarizes key findings in this report.

"The building is currently in a deteriorated condition, and it has not yet been determined whether it will be renovated or if a new facility will be built on or off-site.

The entire roof is in disrepair and in need of total replacement. Roof shingles and nails can be found around the perimeter and on the fire escape in large quantities. falling bricks and stones have been a concern of the police officers.

Conditions continuously cause water to infiltrate all levels of the building. Stairway walls have deteriorated since 2011. Telephones have been damaged due to water infiltration. Public and employee entrances often have puddles from accumulation of rain water. Numerous water stained ceilings were found throughout all levels. Many exterior doors appear to be original or at least 50+ years old; some only open with excessive force, others are rotted and warped."⁹

This report noted that of the five-page itemized list of all immediate and necessary repairs shown in the 2008, Ronald Schmidt and Associates, PA, "Programming and Site Feasibility Study", more than ninety percent are still needed to date.

Ms. Johnson noted that "On February 20, 2009, the New Jersey Department of Labor and Workforce Development's Public Employees Occupational Health Division (PEOSH) performed a safety site inspection of the facility. As a result, PEOSH issued a Notice of Order to Comply; many of the violations listed are identical to those that exist within the building today".¹⁰

Ms. Johnson's report identified the many studies that had been performed in 2011, 2012 and 2013. Also her report documented building repairs including: generator installed and /or relocated (2010), roof repairs (2012), relocated generator (2012), installation of 10 mini-splits throughout the Police Department to provide fresh air and remove some of the humidity (2012).

In summary, Ms. Johnson notes that "Unfortunately, a majority of deficiencies noted in 2011 continue to exist and most have worsened over time. All levels of the building have areas that are in need of immediate repair/replacement."¹¹

⁹ Industrial Hygiene Investigation Report, prepared by Melissa Johnson, MS, IH, Bergen County Department of Health Services, dated August 5, 2014, Page 2-3

¹⁰ Industrial Hygiene Investigation Report, prepared by Melissa Johnson, MS, IH, Bergen County Department of Health Services, dated August 5, 2014, Page 4

¹¹ Industrial Hygiene Investigation Report, prepared by Melissa Johnson, MS, IH, Bergen County Department of Health Services, dated August 5, 2014, Page 5

Ms. Johnson's recommendations stated that "a very limited amount of renovations and /or remediation has occurred within the last six years.....resulting in a structure that does not provide a workplace free of recognized hazards; that causes or is likely to cause serious physical harm to employees within the building. The aforementioned also applies to the youth that occupy the space in the teen center on the upper level and the general public that enter the building daily."

On September 2, 2014, the Mayor and Council were briefed on the condition of Borough Hall, based upon the report by Ms. Melissa Johnson, MS, of Bergen County Department of Health Services. "The Mayor and Council unanimously agreed that the time for further delay is past and the time for action to begin vacating the municipal building is now."

On September 3, 2014, the Borough issued a News Release entitled – Governing Body Forced to Vacate Borough Hall. (This News Release is included in the Appendix.)

On February 13, 2015, all Borough offices, with the exception of the Police Department and Fire Department office were relocated to a temporary Borough Hall located at 80 Madison Avenue. The Police Department and Fire Department Office are now housed in modular trailers on the Study Area property within the parking lot.

The overall neglect of the buildings and improvements was evident during the May 4, 2015 site inspection. (See Photos 6 – 19). This reinforces the above cited reports detailing deteriorating and unsafe conditions within the building.

Photo 6: Example of deteriorating water line pipe in basement

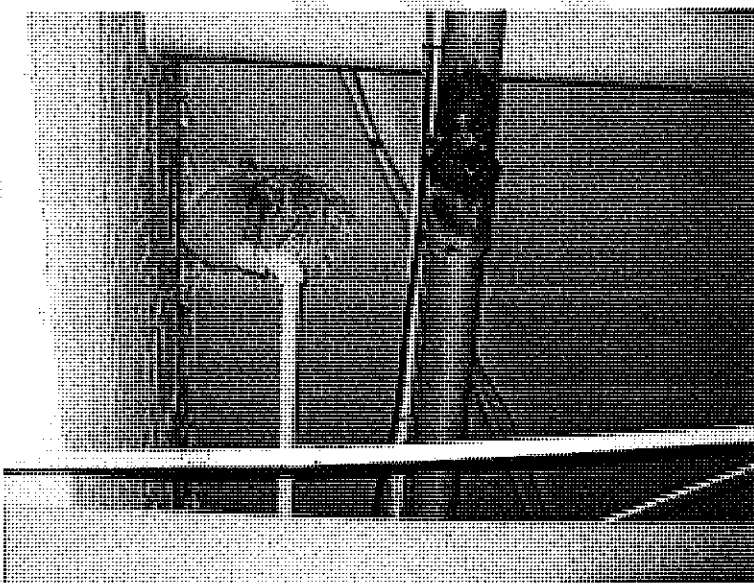


Photo 7: Plumbing leak from toilets on floors above on Ready Room ceiling

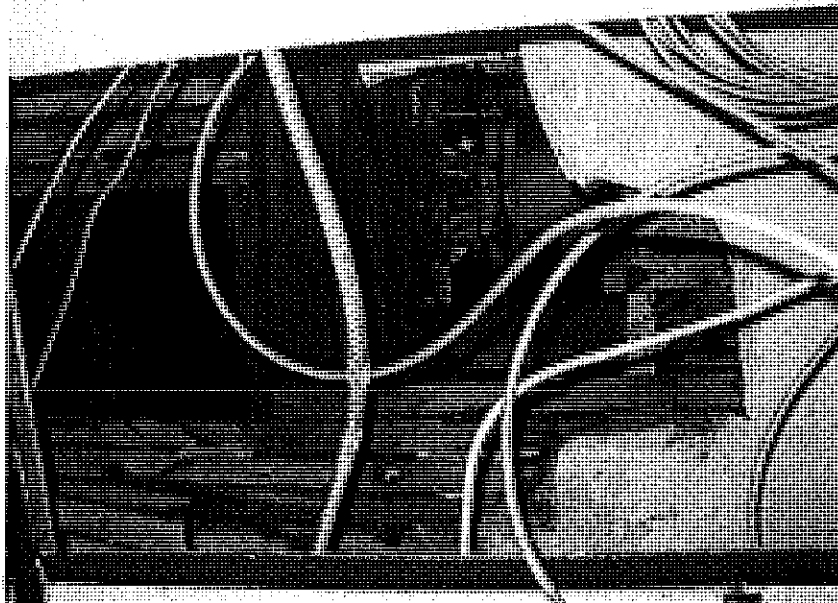


Photo 8: Example of mold on tiles and behind wall paneling in the Detective Room



Photo 9: Standing water in basement storage area

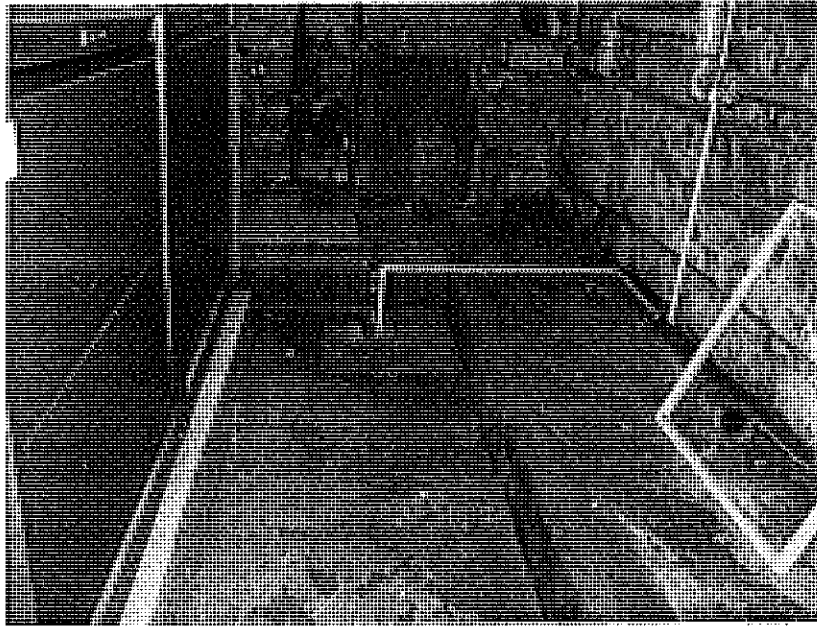


Photo 10: Leak in ceiling on 3rd Floor from roof

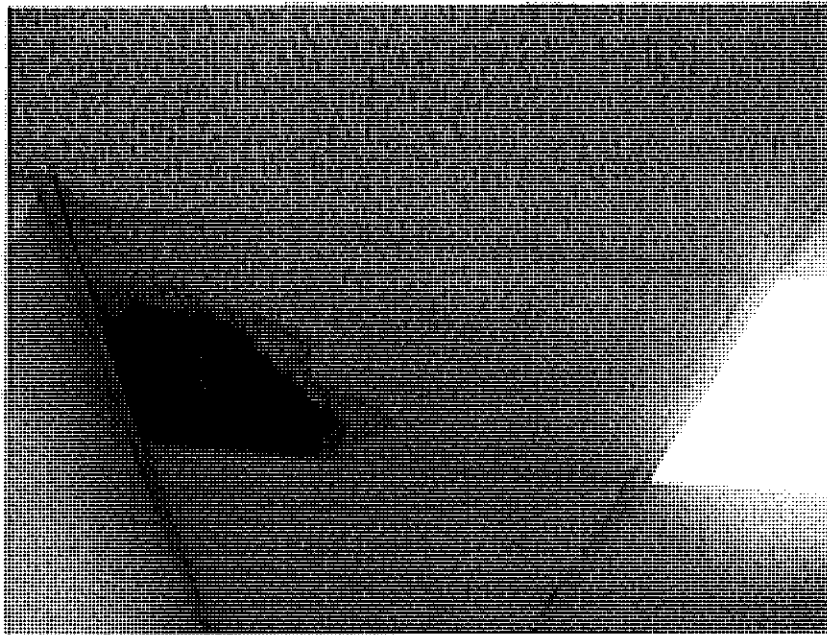


Photo 11: Roof area showing poor condition of tiles

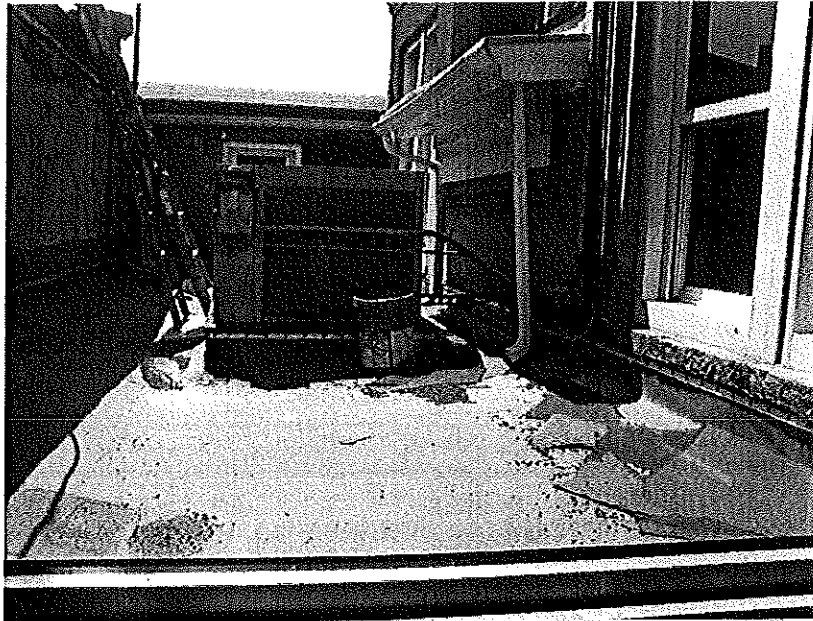


Photo 12: Hallway and stairs with water leakage



Photo 13: Hallway and stairs with water leakage

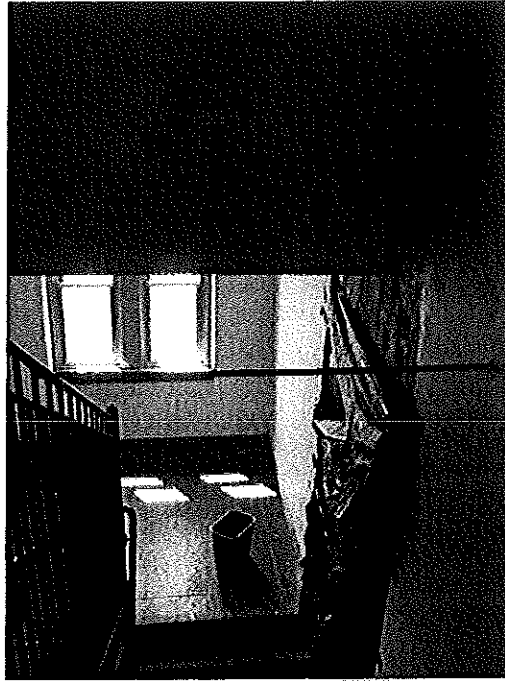


Photo 14: Example of damaged sewer pipes that were replaced

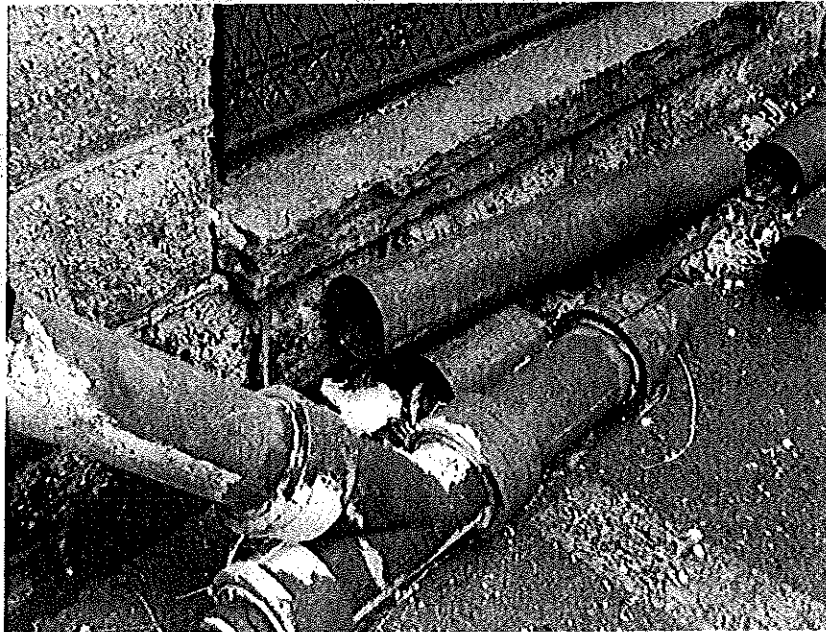


Photo 15: Poor condition of exterior bricks which allow water infiltration throughout the building

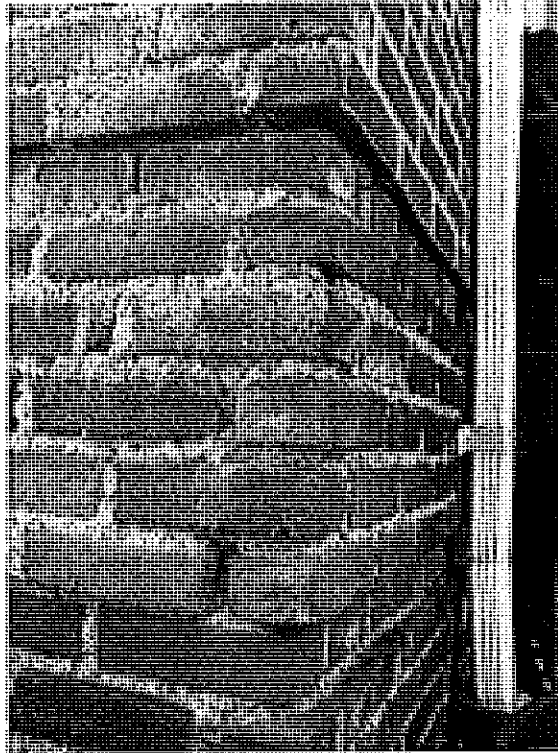


Photo 16: Poor condition of exterior bricks which allow water infiltration throughout the building



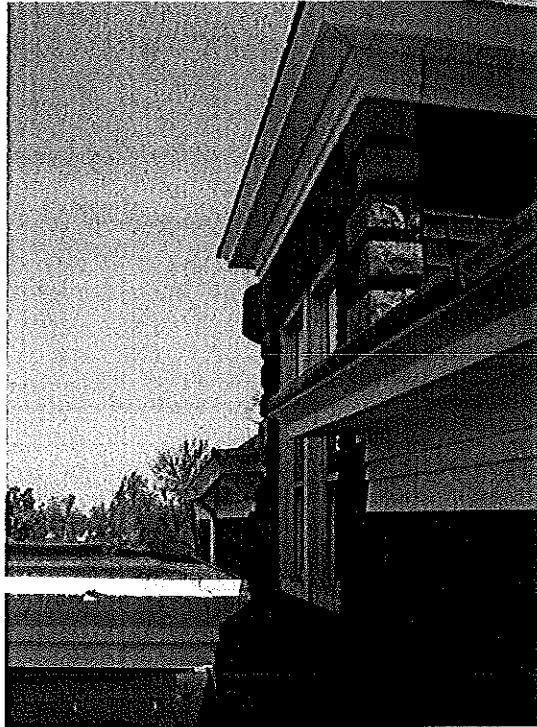
Photo 17: Fire escape at rear of building in an unsafe condition with rusted bolts and metal posts



Photo 18: Example of gutters which have been exposed and chewed by animals to enter building



Photo 19: Example of gutters which have been exposed and chewed by animals to enter building



CRITERION H

The Department of State defines Smart growth as one of the following:

- Metropolitan Planning Area (PA1)
- Suburban Planning Area (PA2)
- A designated center
- An area identified for growth as a result of either an initial or advanced petition for plan endorsement that has been approved by the SPC
- A smart growth area designated by the New Jersey Meadowlands Commission
- A Pinelands Regional Growth Area, Pinelands Village or Pinelands Town as designated by the New Jersey Pinelands Commission¹²

The website also provides a link to a map to illustrate the smart growth areas within the State. According to the map, the Borough of Dumont is within the Metropolitan Planning Area.¹³

The concept of smart growth embodies ten objectives (modified from the US Environmental Protection Agency):

- **Mix Land Uses.** New, clustered development works best if it includes a mix of stores, jobs and homes.
- **Take Advantage of Existing Community Assets.** From local parks to neighborhood schools to transit systems, public investments should focus on getting the most out of what we have.

¹² <http://www.state.nj.us/state/planning/spc-research-resources-sga.html>

¹³ <http://www.state.nj.us/state/planning/maps/smartgrowthareasmap.pdf>

- **Create a Range of Housing Opportunities and Choices.** Not everyone wants the same thing. Communities should offer houses, condominiums, homes for low income families, and “granny flats” for empty nesters.
- **Foster Walkable Neighborhoods.** These places offer not just the opportunity to walk, but something to walk to, whether it’s the corner store, the transit stop or school.
- **Promote Distinctive, Attractive Communities with a Strong Sense of Place.** In every community, there are things that make each place special, from train stations to local businesses. These should be protected and celebrated.
- **Preserve Open Space, Farmland, and Critical Environmental Areas.** People want to stay connected to nature and protect farms, waterways, ecosystems and wildlife.
- **Strengthen and Encourage Growth in Existing Communities.** We should look for opportunities to grow in already built-up areas before we pave new areas.
- **Provide a Variety of Transportation Choices.** More communities need safe and reliable public transportation, sidewalks and bike paths.
- **Make Development Decisions Predictable, Fair, and Cost-Effective.** Builders wishing to implement smart growth should face no more obstacles than those contributing to sprawl.
- **Encourage Citizen and Stakeholder Participation In Development Decisions.** Plans developed without strong citizen involvement don’t have staying power. When people feel left out of important decisions, they won’t be there to help out when tough choices have to be made.¹⁴

The following facts have been found to support the designation of Criteria “h” in the Study Area:

- According to the State’s mapping, the Borough of Dumont is located in a smart growth area as it is designated Metropolitan Planning Area.
- The redevelopment of the property has the potential to produce a new, mixed-use building in the municipality’s “downtown”.
- Redevelopment of the property would be able to take advantage of the bus service that runs along Washington Avenue.
- Any potential redevelopment of the property would include a mandatory affordable housing component, which would provide affordable housing options within the Borough.
- The property is located in a walkable setting, where future workers and residents could walk to services and shopping establishments.
- Redevelopment of the property will utilize existing land that is already developed to construct a new, safe building.

COMPLIANCE WITH STATUTORY CRITERIA AS AN AREA IN NEED OF REDEVELOPMENT

Based on the above documentation, the entire Study Area meets the following statutory criteria as an Area in Need of Redevelopment:

Criterion “a”. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.

¹⁴ <http://www.njfuture.org/smart-growth-101/primer/>

The condition of the building has been allowed to deteriorate to the point that the building needed to be vacated to protect the employees in the building on a daily basis and visitors coming to the building.

These conditions of the building, by reason of dilapidation of the structure, have been extensively documented in the various reports and studies conducted since 2008. Vacating of the building put the public on notice that the structure is an imminent public health hazard which must be mitigated.

These conditions, as supported by the reports in the Appendix, clearly comport with the description in Criterion "a" as being an Area In Need of Redevelopment. Only one criterion is required for designation as an Area in Need of Redevelopment.

Criterion "h" The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

The property is located in a State-designated smart growth area and advances many of the principles of smart growth as mentioned above.

Based on the above, it is recommended that the Joint Land Use Board find that the subject Study Area qualifies for designation by the Borough Council as an Area In Need of Redevelopment.

V. APPENDICES

**RESOLUTION FROM BOROUGH COUNCIL AUTHORIZING REDEVELOPMENT AREA
DETERMINATION INVESTIGATION**

**INSPECTION REPORT, PREPARED BY ED ROSSI, BOROUGH OF DUMONT, CONSTRUCTION
CODE OFFICIAL, DATED NOVEMBER 2, 2011**

**REPORT PREPARED BY MELISSA JOHNSON, MS, IH, BERGEN COUNTY DEPT. OF HEALTH
SERVICES, DATED NOVEMBER 28, 2011**

**REPORT PREPARED BY MELISSA JOHNSON, MS, IH, COUNTY DEPT. OF HEALTH SERVICES,
DATED AUGUST 5, 2015**

**MEMO TO MAYOR AND COUNCIL, ON BOROUGH HALL BUILDING, PREPARED BY JOHN P.
PERKINS, CPM, DATED AUGUST 27, 2014**

**NEWS RELEASE, BOROUGH OF DUMONT, ENTITLED GOVERNING BODY FORCED TO VACATE
BOROUGH HALL, DATED SEPTEMBER 3, 2014**



JLUB

**2015
BOROUGH OF DUMONT
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CORREA	✓			
HAYES	✓			
MANNA	✓			
MORRELL	✓			
RIQUELME	✓			
ZAMECHANSKY	✓			
MAYOR KELLY				
TOTALS	6			

Resolution No. 75
Date: February 17, 2015
Page: 1 of 2
Subject: Investigation of Certain
Property for Potential
Redevelopment
Purpose: Authorize and Direct the Joint
Land Use Board to Conduct
Dollar Amount: _____
Prepared By: Gregg Paster, Esq.

Offered by: Manna
Seconded by: Riquelme

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH
OF DUMONT IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY,
AUTHORIZING AND DIRECTING THE JOINT LAND USE BOARD OF
THE BOROUGH OF DUMONT TO CONDUCT A PRELIMINARY
INVESTIGATION OF CERTAIN PROPERTY WITHIN THE BOROUGH
FOR POTENTIAL REDEVELOPMENT

WHEREAS, N.J.S.A. 40A:12A-6 authorizes the governing body of any municipality, by resolution, to have its Joint Land Use Board conduct a preliminary investigation to determine whether an area of the municipality is an "area in need of redevelopment" pursuant to the criteria contained in N.J.S.A. 40A:12A-5; and

WHEREAS, the Mayor and Council of the Borough of Dumont consider it to be in the

best interest of the Borough to have the Joint Land Use Board conduct such an investigation regarding certain property located in the Borough at 50 Washington Avenue, which property is identified as Block 1215, Lot 12, as shown on the official Tax Map of the Borough of Dumont (the "Property"); and

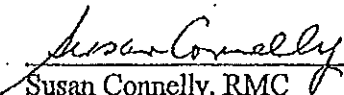
WHEREAS, the Mayor and Council believes the Property is potentially valuable for contributing to, serving, and protecting the public health safety and welfare and for the promotion of smart growth within the Borough; and

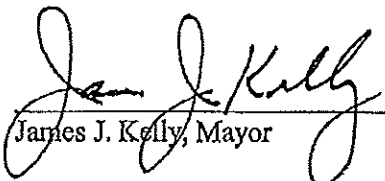
WHEREAS, the preliminary investigation will be designed to evaluate the area to determine whether designation of the Property as "in need of redevelopment" is appropriate and in conformance with the statutory criteria contained in N.J.S.A. 40A:12A-5.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Dumont, they being the Governing Body thereof, as follows:

1. The Joint Land Use Board of the Borough of Dumont is hereby directed to conduct a preliminary investigation to determine whether the aforementioned Property, or any portions thereof, constitute an "area in need of redevelopment" according to the criteria set forth in N.J.S.A. 40A:12A-5;
2. The Joint Land Use Board of the Borough of Dumont is hereby directed to study the area known as Block 1215, Lot 12; to develop a map reflecting the boundaries of the proposed redevelopment area; to provide public notice and conduct public hearings pursuant to N.J.S.A. 40A:6; and to draft a report/Resolution to the Mayor and Council containing its findings; and
3. The results of such preliminary investigation shall be submitted to the Mayor and Council for review and approval in accordance with the provisions of N.J.S.A. 40A:12A-1 et seq.

This Resolution shall take effect immediately.


Susan Connelly, RMC
Municipal Clerk


James J. Kelly, Mayor



Borough of Dumont

cc: Mayor
Council Clerk
MAYOR
MATTHEW MCHALE

COUNCIL
HARRY STYLIANOU
COUNCIL PRESIDENT

MATTHEW CARRICK
MARTY CASPARE
KENNETH FREEMAN
CARL MANNA
ELLEN ZAMECHANSKY

BOROUGH ADMINISTRATOR
JOHN PERKINS

BOROUGH CLERK
SUSAN CONNELLY

November 2, 2011

Re: Municipal Building Inspection

John Perkins,

This response is the result of an inspection of the Borough Hall Building which outlines many current deficiencies. Please be advised that structural damage behind closed walls is a probability. Prolonged use of this structure is not recommended without total renovations or extensive repairs.

Sincerely,

Ed Rossi
Construction Code Official
Building Department

Basement:

Main water shut off valve is in need of repair. The valve leaks when turned on as well as off. The main water valve takes a while to stop leaking, eventually it won't stop leaking.

The urinal does not handle water properly while flushing. The urinal continues to overflow even after the pipes have been cleaned out. *vent?*

Water floods into different rooms in the building depending on the amount of rain. Common places include boiler room and rear hall to boilers. In the winter the Lieutenants room leaks from the ceiling, and the Sergeants room leaks from below grade.

The heating in the building is insufficient in the Lieutenants and Captains room as well as the interview room.

In the interview room, the walls and ceiling is in need of insulation for privacy.

The windows in the detectives, captains, interview, boiler, computer storage, and telephone rooms do not open and close properly. The windows in these rooms are in need of repair.

The drainpipe in the cell area is worn down, as a result of this it is leaking into two areas.

Improper head room in all the door openings.

The elevator is in need of an upgrade; however parts are a problem to get.

The Police locker room is in need of new lockers and paneling. *FEMALE locker Rm - inadequate*

The storage areas are currently full; the police are in need of more storage areas.

Low headroom going to back storage area and radio room.

The 1964 old hot water boiler is in need of a change.

There are still areas with asbestos.

Stairwells:

Stairwells from the 1st to 3rd floor steps treads are worn away. Windows are in need of repair. As a result of this they will not stay open and are not safe because

they can be opened too much. This is also a safety hazard.

Walls have been repaired and keep deteriorating every year.

The exterior two pair double door in the emergency exits is hard to open and close and should be changed from the original 1918 doors.

First Floor:

Hallway: All emergency exit doors are hard to open, some are rotted.

Custodial closet sink is in need of a repair faucet and shut off valves need to be replaced.

Conference room is in need of proper air conditioning and proper heating. Installed for each season electric heat for the winter and the windows leak no insulation.

Court rooms need to be painted; walls and ceiling. The exterior doors are falling apart and are hard to open and close. The judges seating area and public seating area are in need of a new floor. The carpet is also very old. Air conditioning and heat pump must be used to keep regulating proper temperatures.

Human services room is drafty and there is no insulation. As a result of this an additional electric heater and air conditioner are installed seasonally.

In the Mayors office, the heat does not work, and an air conditioner is seasonally installed for the summer.

The Finance room needs paint and ceiling tiles. This room needs a proper heat radiator; the current radiator is too small to heat the room. For the summer months an air conditioner is installed for cooling.

Ladies and Mens bathrooms ventilation is insufficient. The floor tiles need to be grouted and the walls caulked. The walls are deteriorating in various spots.

The Borough clerk's offices are always cold in the winter. The windows do not open and close properly. (Very drafty) They are in need of paint and are currently old and dirty. The Air conditioners must be installed for the summer. There is also a need for more space for files and supplies.

The Tax Office is the warmest room in the building. There are no radiators, the boiler from below heats up the room. As a result of this the Air conditioner must stay installed even in the spring to keep the room cool. This room is in need of new cabinets and counter tops as you enter.

Boro Administrator:

Floors are not level; furniture is shimmed to get almost level and plumb. Very drafty windows, they open and close with much difficulty. It is cold in the winter and air conditioner must be installed for the summer.

Court Clerks:

Drafty windows, temporary heat along with the regular heat. Air conditioners are necessary for warm weather.

No more electric can be added to the sub panel. The electric panel is filled to capacity.

The Boro hall heating is all on one zone except for the bathrooms.

Borough hall has no insulation; the outside walls are very cold all winter.

Second floor:

No heat in the hallways. The floors are not even due to previous water damage from roof leaking.

Recreation:

Too much heat; the radiators are way too big for room, and the windows are open all winter.

Conference Room:

Drafty ceiling needs to be fixed; collapsed once and was replaced with old tracks. Heat pump and air conditioner are needed to maintain temperature.

Hallway: door to fire exit are rotted away. (Leaks and drafts)

Storage and repair repeater room are drafty and need shelves for storage and paint.

Fire Chiefs Room:

Water damage by windows. Air conditioner necessary for summer.

Building & Grounds office and storage: filled beyond capacity there is no room for organization. This room is not really an office.

Third Floor:

No heat in hallways. Three unfinished storage areas. Teen Center A.C has lots of

breakdowns. The air handler located in the ceiling leaks and has been patched.

The door to the fire escape in the teen center is in poor condition.

The exterior stairs are in need of attention. The concrete has broken down and cracked away.

The parking lot macadam cracked, sink hole areas need to be fixed. The whole lot needs to be resurfaced.

Generator:

~~1963 or 1964, only supplies a small part of the building. (911 and dispatch area) Last emergency the generator overheated and failed; as a result of this we had lost all power.~~

Fire Escape:

Fire escape should be checked for safety. Has fallen apart in the past and has been repaired. - **UNSAFE STRUCTURE**

Exterior:

★ Exterior needs a new roof, has had two new roofs already. Must be ripped down to sheathing and a new roof must be installed. Soffet, fascia, gutters and leaders are all in need of repair, the wood underneath seems to be rotted and falling down in many places.

★ The building needs to be pointed, in certain spots brick and block have fallen off.

★ The windows on building need to be caulked, on exterior, causes leaks into building by main entrance, and runs down inside wall by entrance.

Plumbing (Continued)

Waste from toilets leaking into police again. This is due to the crack in the drain pipe from the 1st, 2nd and 3rd floor. (Leaking above ceiling in police station)

Cleared drain of blockage, lots of metal and slag could be heard; sounded like marbles going down the pipes. As a result of this, I had to vacuum with the wet vacuum, main trap going out of building filling with lots of metal and debris from pipes. The pipe was patched with epoxy, but still needs to be fixed.

Second floor men's room, urinal needs a new flushometer. The shut off probably doesn't work, so the main water supply has to be shut down.

The walls are deteriorated in one spot. The wall tiles and floor tiles need attention in all bathrooms.

Changed trap in sink on the 2nd floor ladies room, was filled with rust and slag. As a result of this the plumber had to change the pipe in the wall for the drain.

When plumbing is done, many shut off valves don't work. The building has to be drained down, by shutting off the main shut off those leaks. I always call in a plumber to be there to make the repairs as quick as possible.

Tiles in second floor hallway are lifting in many spots.

Elevator (Continued)

Elevator in the winter needs temporary electric heater by motor in the elevator room and storage closet too heat up hydraulic oil to keep working properly.

Front Entrance:

Heat is insufficient in front entrance and hallway to police. The front door is drafty causing the elevator not to work properly in the winter.

Mold

Mold sample submitted to testing facility upon receipts of results, a definitive action will be recommended.



**COUNTY OF BERGEN
DEPARTMENT OF HEALTH SERVICES**

Environmental Division
327 East Ridgewood Avenue • Paramus, New Jersey 07652-4895
(201) 634-2780 • FAX (201) 599-6270
healthdept@co.bergen.nj.us
www.bergenhealth.org

Kathleen A. Donovan
County Executive

Nancy Mangieri, DNP, C-PHEP, CPM
Director/Health Officer

November 28, 2011

Melissa Johnson, MS, IH
Bergen County Dept. of Health Services
327 Ridgewood Avenue
Paramus, NJ 07652

John Perkins
Borough Administrator
Dumont Borough Hall
50 Washington Avenue
Dumont, NJ 07663

Dear Mr. Perkins,

The enclosed report describes the findings of an industrial hygiene investigation of the Dumont Police Departments Evidence Locker Room, located at 50 Washington Ave, Dumont, NJ. It also provides recommendations for the control of identified occupational health and safety hazards. With the intent that all involved parties work together to address and to solve existing problems, this information is being provided simultaneously to management, employees and the union.

If there are any questions regarding the investigation or the contents of the report, please direct them to 201-634-2785 between the hours of 9:00am and 4:00pm. We feel that this cooperative effort between employers, employees and local health agency personnel will be a positive step towards promoting and maintaining good health among the working population of Bergen County. I look forward to assisting you in the future if needed.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Melissa Johnson", is written over a horizontal line.

Melissa Johnson, MS, IH

Cc: Brian Venezio, Chief of Police
Michelle Dillon, REHS

APPENDIX

Appendix A: *Commonly Asked Questions About Mold*, BC Department of Health (BCDHS)
Appendix B: *Mold*, Centers for Disease Control and Prevention (CDC)
Appendix C: *Indoor Bioaerosols*, NJ Department of Health and Senior Services (NJDHHS)
Appendix D: *Indoor Air Quality*, NJDHHS
Appendix E: *Indoor Air Quality Log*, BCDHS
Appendix F: *Indoor Air Quality Audit*, BCDHS
Appendix G: *Ventilation Assessment Guide*, BCDHS
Appendix H: *Industrial Hygiene Consultants List*, American Industrial Hygiene Association
Appendix I: *Indoor Environmental Remediation Firms*
Appendix J: *Guide to Effective Joint Labor/Mgmt Safety & Health Committees*, NJDHHS

BACKGROUND

Employees in the Dumont Municipal Building have been experiencing symptomology which may be related to poor indoor air quality. A request for an indoor air quality assessment was made as a result of concerns of intermittent odors, the presence of mold, the quality of the air inside of the building, as well as other potential health hazards.

Prior to the industrial hygiene investigation, Melissa Johnson, Industrial Hygienist, questioned employees to determine the potential hazards in the building. Reports of a foul, musty odor and the evidence of mold were present. The building has a host of occupational safety and health issues, however, this report is in response to a mold issue located on the wall and ceiling of the Locker #1; Evidence Room.

RESULTS

A calibrated Vulcan environmental indoor air quality monitor was used to obtain direct carbon dioxide levels. The permissible exposure levels for carbon dioxide (CO₂), set by Public Employees Occupational Health and Safety Administration (PEOSHA) is 1000 parts per million over an eight hour work day. Carbon Dioxide, a byproduct of human respiration, is an indicator of the lack of fresh outdoor air. PEOSHA recommends a minimum rate of 20 cubic feet per minute per person of fresh air. The Vulcan is portable instruments that also measures temperature in degrees Fahrenheit, percent relative humidity and carbon monoxide (CO).

Carbon Monoxide - This substance is an odorless, colorless and tasteless gas which is usually found as a waste product of incomplete combustion. Sampling is usually conducted when headaches are reported simultaneously by several occupants. It is important to rule out the possibility of hazardous levels of this gas.

Carbon Dioxide - This substance is a natural byproduct of human respiration and would not typically be present in working environments such as office situations at anything approaching hazardous levels. *Concentrations exceeding 600ppm (parts per million) have been cited as being indicative of insufficient fresh air ventilation and a cause of discomfort to occupants. When we detect levels that are considerably higher than outdoors, or if levels are shown to build up significantly over the work day, it is also indicative of insufficient ventilation.*

Temperature and Relative Humidity - During the summer, thermal environmental guidelines for human occupancy indicate temperature readings should be within 73°F to 79°F and relative humidity within 40% to 60%. During the winter, temperature readings should be within 69°F to 76°F and relative humidity within 30% to 50%.

AVG VULCAN READINGS:

	<u>CO₂</u>	<u>R. H.</u>	<u>CO</u>	<u>TEMP</u>
Main Office (front)	1258 ppm	41	2 ppm	70.5
Capt. Faulborn office (rear)	1101 ppm	45	1 ppm	67.9
Locker 1	1144 ppm	58	1 ppm	65.6
Records/Clerk Area	1086 ppm	43	2 ppm	69.6
Detective Bureau	930 ppm	41	0 ppm	72.0
Sgt. Ready Room	919 ppm	37	2 ppm	69.9

A GE Protimeter Moisture Measurement System (MMS) was used to measure the moisture levels of the building materials. The subsurface readings in the Evidence Locker Room between 30-80% wet, while the surface measurements were between 27-60% wet.

FINDINGS

IAQ/Ventilation

In many cases, health symptoms reported by building occupants are of a non-specific nature and may include headache, lightheadedness, excessive drowsiness, eye, throat or respiratory irritation, inability to wear contact lenses and a rash. Often occupants will report the sensations of stuffy or stagnant air. These types of problems are often associated with a lack of adequate fresh air, allowing low levels of a variety of contaminants to build up in the room's air supply. The carbon dioxide levels in six areas were compared to the PEOSHA indoor air quality standard in buildings occupied by public employees during their regular work shift.

The Vulcan results provide instantaneous readings taken at different times. Some levels were above the PEOSHA permissible exposure limit. Additionally, all readings were above 600ppm; a threshold in which many individuals begin to experience side effects to lack of fresh outdoor air. Some individuals are more sensitive than others; this includes those with asthma, hay fever, other allergies, as well as those with a weakened immune system. The current employee health concerns are consistent with inadequate indoor air quality, carbon dioxide exposure, allergies and are most likely related to a combination of the above findings.

Water Intrusion and Mold Growth

The rear wall and ceiling of the locker area (evidence room) is wet and has mold growing on the surface. Water stains were present, and the surface is peeling, in fact there is evidence that this deterioration is not new, but has been occurring for some time. There is also evidence of previous repairs to stop water from entering the building. There are stained ceiling tiles in the area and the presence of water stains inside of light fixtures. It is clear that there has been an extensive amount of water/moisture within this building for many years.

Mold can grow on any substance as long as moisture or water, oxygen and an organic source are present. Mold will reproduce by creating tiny spores (viable seeds) that usually cannot be seen without magnification. Employees reported symptoms consistent with mold exposure:

Symptoms of mold exposure

Nasal or sinus congestion	Sneezing	Skin Irritation (rash or itching)
Sensitivity to light	Sore Throat	Eye, skin and respiratory Irritation
Sneezing	Cough	Shortness of breath
Nausea	Diarrhea	
Fatigue	Headache	

Some mold that grows indoors can produce chemicals called mycotoxins. Mycotoxins are toxic to other microorganisms. For example, bioaerosols are microorganisms or particles, gases, vapors, or fragments of biological origin that are in the air. Bioaerosols enter the human body through inhalation so the diseases they can cause usually affect the respiratory system. Water, humidity, temperature, nutrients (e.g. dirt, wood, paper and paint) oxygen and light determine whether microorganisms will grow in the indoor environment. The most common microorganisms found indoors are fungi and bacteria.

CONCLUSION

The current cluster of health problems/concerns are consistent with mold allergies and carbon dioxide exposure and are most likely related to a combination of the above findings. Additional violations outside of the Evidence Locker #1 were noted during the site visit of the facility and are noted in the addendum. The health/safety hazards and violations must be remediated.

RECOMMENDATIONS

1. The Public Employee Occupational Safety and Health Program (PEOSH), by authority established under the PEOSH Act of 1995 (N.J.S.A 34:6A-25 et seq., enacted in 1984 and amended on July 25, 1995) is responsible for promoting the health and safety for approximately 500,000 State and Local government employees in the State. *The PEOSH Program has adopted identically all Federal OSHA standards and regulations applicable to public sector employment, with the exception of the following:*

- Hazard Communication Program - 1910.1200 - PEOSH modified OSHA's standard to include specific provisions of the State's Right-to-Know Law regarding fact sheets on chemicals - State Standard NJAC 12:100-7
- Fire Brigade 1910.156 - State Standard NJAC 12:100-10

2. In accordance with CFR 1910, Section 5(a)(1) of the OSH Act, often referred to as the General Duty Clause, employers are to "furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees". Section 5(a)(2)

requires employers to "comply with occupational safety and health standards promulgated under this Act".

3. Immediately establish an employee/management health and safety committee to comply with the PEOSHA Indoor Air Quality Standard and other recognized potential health and safety problems.

4. Repair exterior brick wall of building adjacent to vault that is leaking

Immediately. Water permeates the building when it rains outside. The mortar between the bricks is in disrepair and/or missing. The adjacent steps are in the same condition. Protimeter Moisture readings for the exterior wall within the Evidence Room indicated that the wall was indeed wet; the last rainfall was several days prior. The temperature and elevated humidity level provides a perfect breeding ground for mold to prosper. After the exterior is remediated, the wall must be scraped, sanitized and dried accordingly. Consult with a mold remediation contractor for assistance with proper clean-up.

5. An engineer and/or waterproofing professional must be hired to identify any and all other sources of possible water intrusion. The water/moisture problem must be remediated before the interior repairs are made.

6. The buildings' roof is also in need of repair. The roof leaks in more than one area. Garbage cans are permanently positioned to catch rain water and office areas are tarped to prevent items from getting wet. Eliminate all sources of water and moisture from entering the entire building; this includes small areas which are occupied infrequently, as well as the remainder of the building. The entire building must be addressed in terms of moisture and water intrusion immediately, not sections thereof. The key to mold control is moisture control. *Every person has a right to a safe and healthy workplace.*

5. Consult with a Heating, Ventilation and Air-Conditioning (HVAC) Specialist to inspect all systems within the building to ensure that they are not contributing to the water and/or moisture problem found throughout the facility.

6. It is not certain whether water has previously entered into other areas of the building that are not noticeable, (i.e. behind furniture, paneling) or have seeped in via the exterior structure and wet cinder blocks or plastered walls. Additionally, the watermarks on the interior walls may be from the A/C unit above as well as from the roof leak.

This attributes to the damp/mildew smell in certain areas of the building and/or the presence of microbial contamination. The origin of this type of problem is usually a location where dirt or water has collected or high humidity is present, providing a good medium for the growth of microorganisms (bacteria, fungi, molds, etc.)

Mold symptoms include allergic rhinitis (cold-like symptoms), dermatitis (rashes), sinusitis, conjunctivitis, an inability to concentrate and fatigue. Symptoms usually disappear after the contamination is removed.

Consult with a licensed mold contractor to remove/remediate mold in building.

7. Remove the carpet from the occupied offices on the lower level, as they have repeatedly become wet. The carpet was not always sanitized after being wet continuously; in some cases over the weekend and for more than 48 hours. *Discard all porous materials such as carpets and ceiling tiles contaminated with microbial growth.* Replace carpet after the old carpet has been removed and the floors have been properly sanitized; with a one part bleach to ten parts water solution (1:10) and a mild surfactant. It

is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth.

8. Remove and discard all wet and/or stained ceiling tiles, immediately. Remove and discard all wet and/or stained light fixtures, immediately. Once repairs have been made, replace with new ceiling tiles. There should never be stained tiles on the ceilings, nor should the tiles ever be painted over to cover up stains. This practice should be adhered to in the event of any future water damage.

9. Continually monitor above-mentioned area and keep a log of when and if watermarks or condensation re-appears on the walls/ceilings. An indoor air quality log is being provided for recordkeeping. The log should contain the *date, time, and outside weather conditions*. If possible the temperature *inside* of building should be noted, (including whether or not the heat or air-conditioning unit is turned on). Moreover, noting when either of the two was last used would also be helpful. This information should be faxed to (201) 599-6270, attention Melissa Johnson.

10. Apply (1:10) bleach/water solution immediately to all other non-porous surfaces that have become wet. To remove any dirt, a small amount of liquid soap can be added to the mixture. Apply mixture with a sponge. Let stand for 15 minutes and dry thoroughly. If material is porous, it must be discarded (i.e. paneling, sheet rock, etc.). Discard any sponges and or rags used in the clean-up. Clean-up personnel should not be asthmatic or prone to allergies. *Never add ammonia to this mixture, this would cause harmful and dangerous vapors.*

12. Ensure adequate fresh air supply. When the windows are closed and the air-conditioning unit is in use, the single most effective action that can be taken in this case is to provide the proper amount of fresh outdoor air for the amount of people that occupy the space. This will create what is known as dilution ventilation and will reduce the levels of CO₂ immediately. The A/C system must be evaluated to ensure that a minimum 20 cubic feet per minute (CFM) per person of fresh outdoor air is being adequately distributed throughout the entire building, during all times of occupancy. The filters must be changed according to manufacturers' specifications.

13. When the air-conditioning unit is not in use, employees must open the windows to create cross ventilation to reduce the levels of carbon dioxide in the office. This can be done prior to lunch and towards the end of the day.

15. I am enclosing two brochures on mold, an indoor air quality fact sheet, an indoor bioaerosols fact sheet, and an indoor air quality log to be distributed among employees. Moreover, an indoor air quality audit and ventilation assessment guide is also provided to record conditions in the building, Industrial Hygiene consultants list, as well as a 'Guide To Effective Joint Labor/Management Safety & Health Committees' brochure; this information will prove helpful in assessing the matter in the future.

16. The initial industrial hygiene investigation was for the Evidence Locker #1 only. Photos, including additional health and safety violations throughout the building are being provided as an addendum. Additional time on-site is needed to conduct a proper walkthrough of the facility. However, many of the violations shown in the photos are in need of immediate attention. A follow-up investigation will be conducted within 30 days to ascertain completed repairs.

ADDENDUM

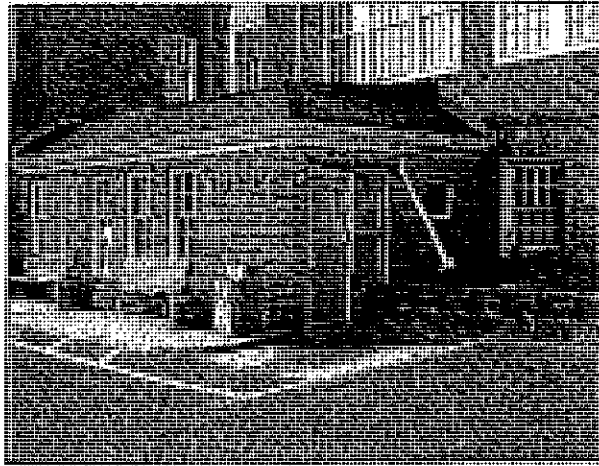


Figure 1: Dumont PD_Faulty Roof/Water Intrusion



Figure 2: Evidence Room_Wet Exterior Wall



Figure 3: Evidence Room_Damaged Wet Wall

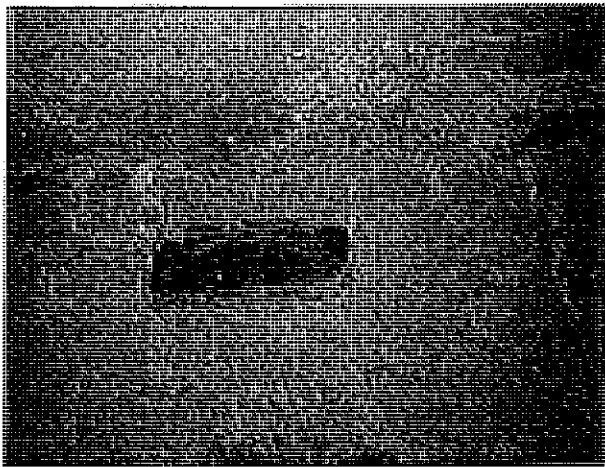


Figure 4: Evidence Room_Wet Falling Debris

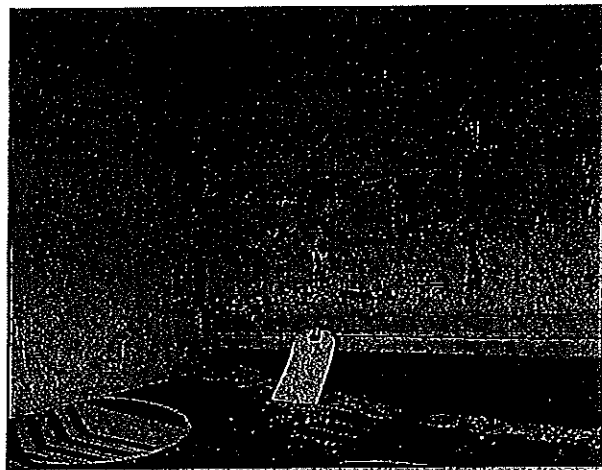


Figure 5: Evidence Room_Mold/Water Intrusion

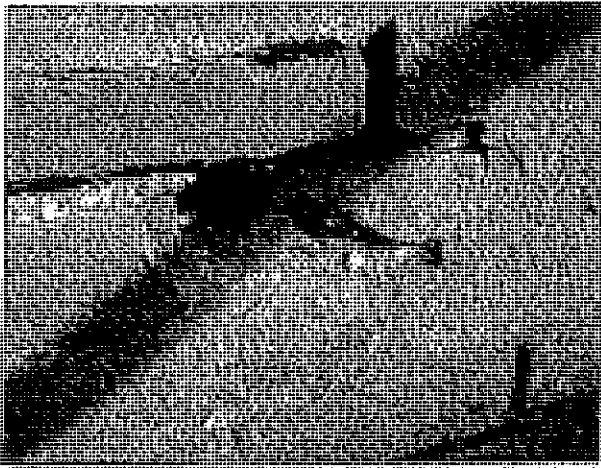


Figure 6: Exterior Wall to Evidence Room

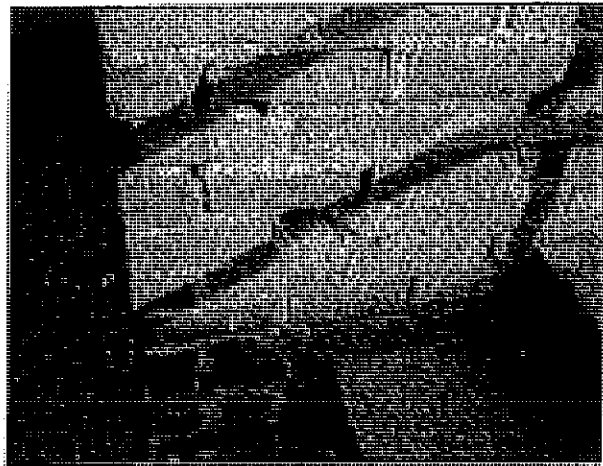


Figure 5: Faulty Brick Wall/Water Intrusion

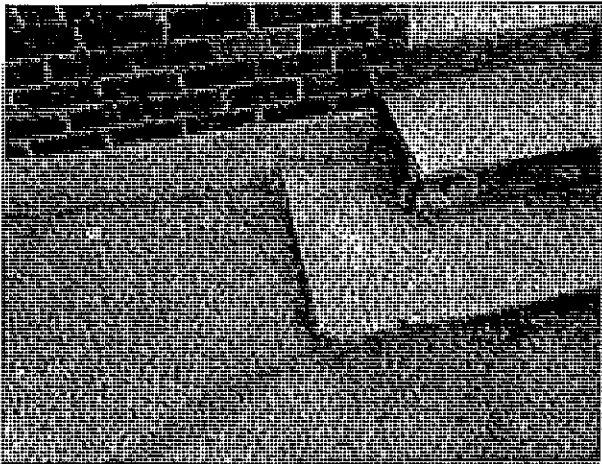


Figure 5: Damaged Concrete, Steps, Bricks

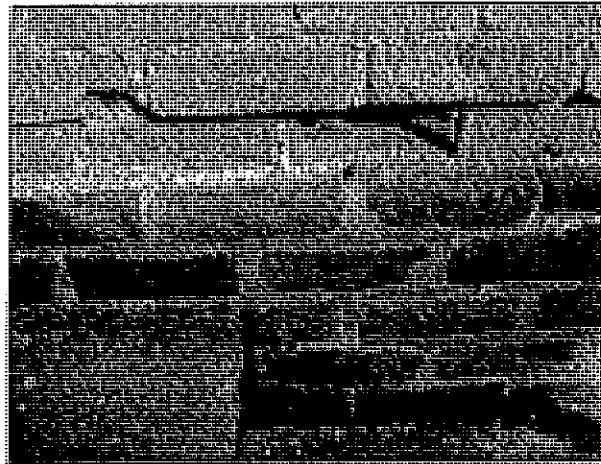


Figure 6: Brickwork in need of repair/H₂O Intrusion



Figure 7: Mold_Damaged Ceiling Tiles

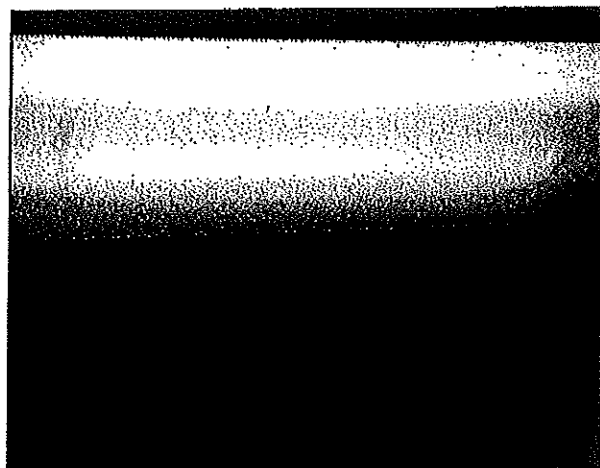


Figure 8: Mold_Water Logged Light Fixture

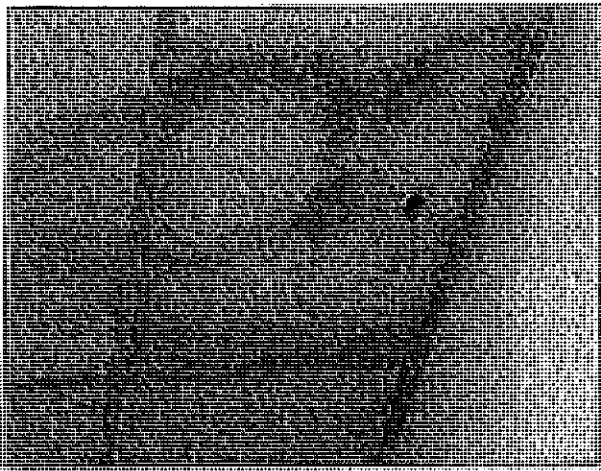


Figure 9: Mold_Damaged Ceiling Tiles

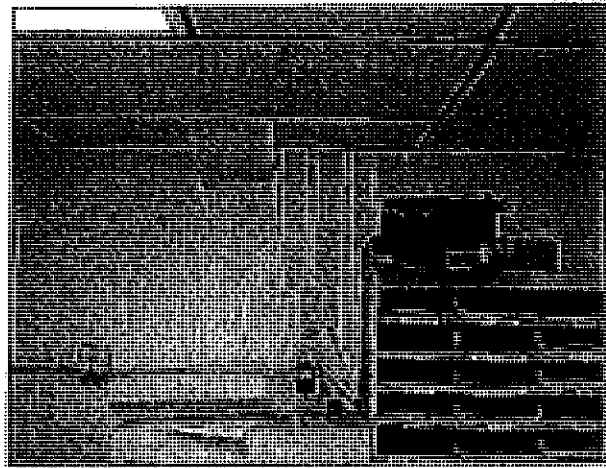


Figure 10: Electrical Hazard_Damaged Ceiling Tiles

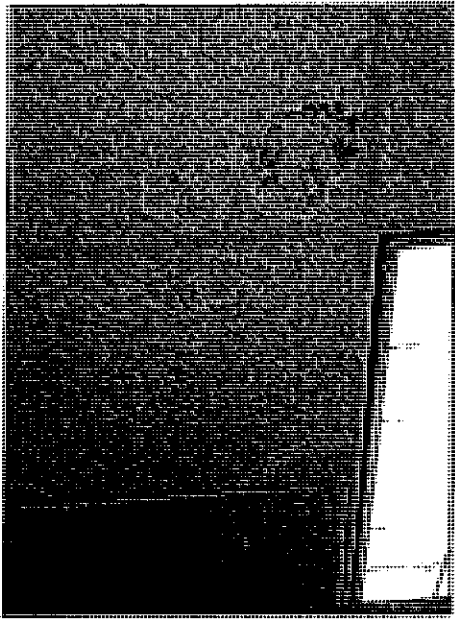


Figure 11: Electrical Hazard_Damaged Ceiling Tiles

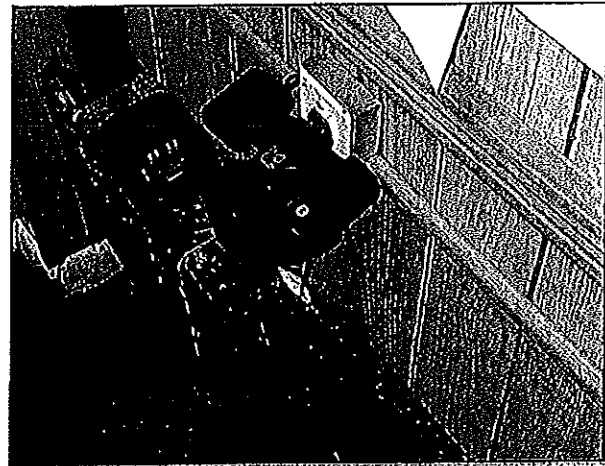


Figure 12: Electrical Hazard_Overloaded Outlet

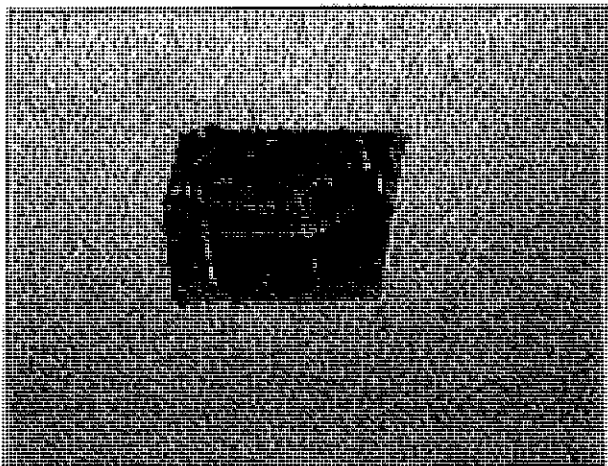


Figure 13: Electrical Hazard_Exposed Ceiling Box



Figure 14: Garbage Can used to collect Rain Water

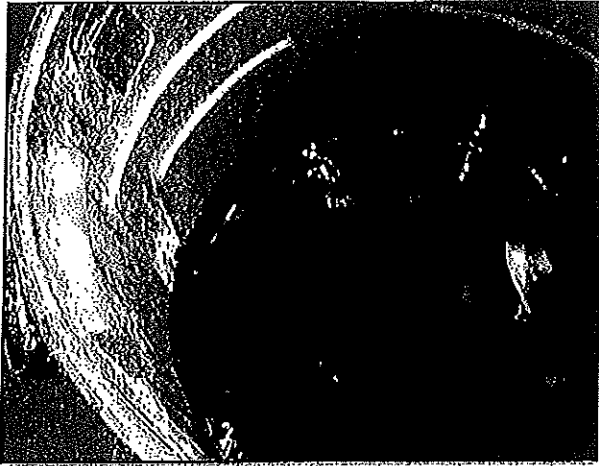


Figure 15: Garbage Can used to collect Rain Water



Figure 16: Water Intrusion_Stairwell

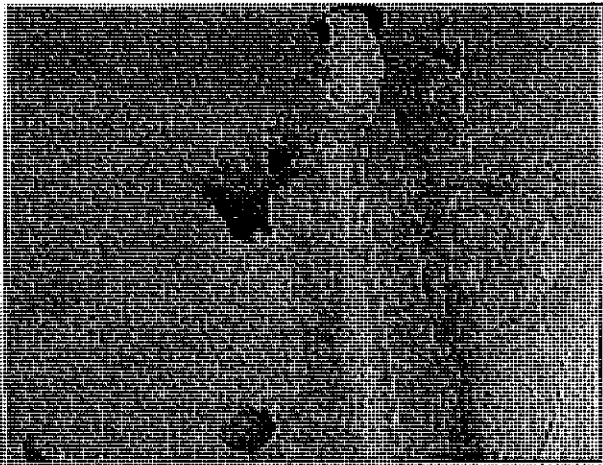


Figure 17: Water Intrusion

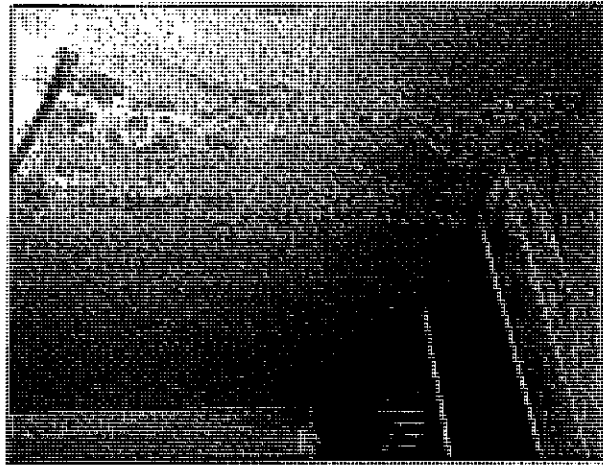


Figure 18: Water Intrusion

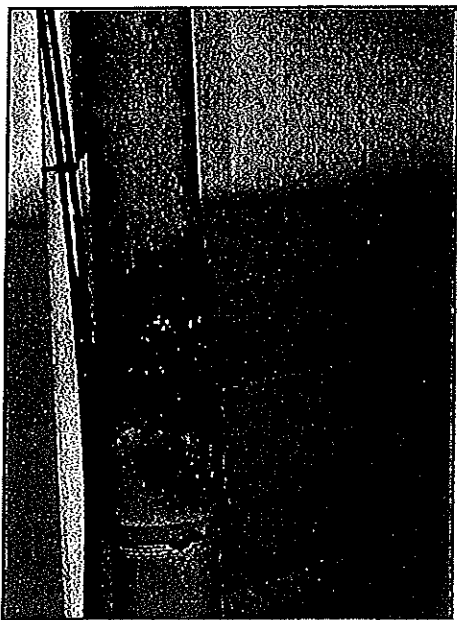


Figure 19: Pipe_Damaged

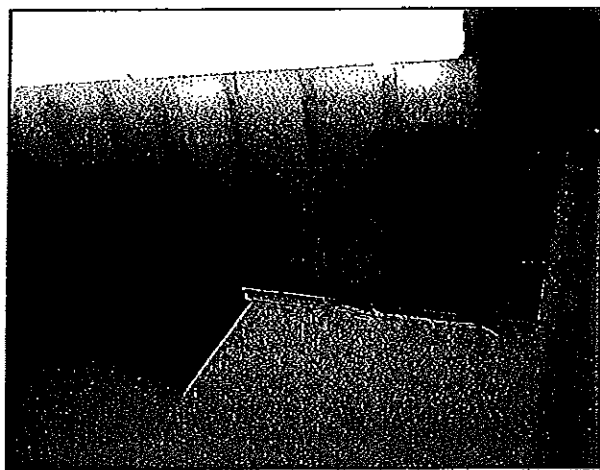


Figure 20: Water Intrusion

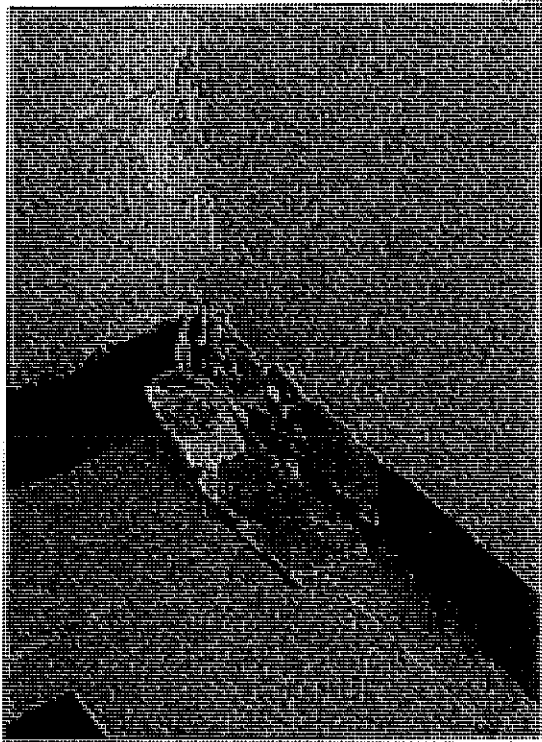


Figure 21: Floor_Water Intrusion

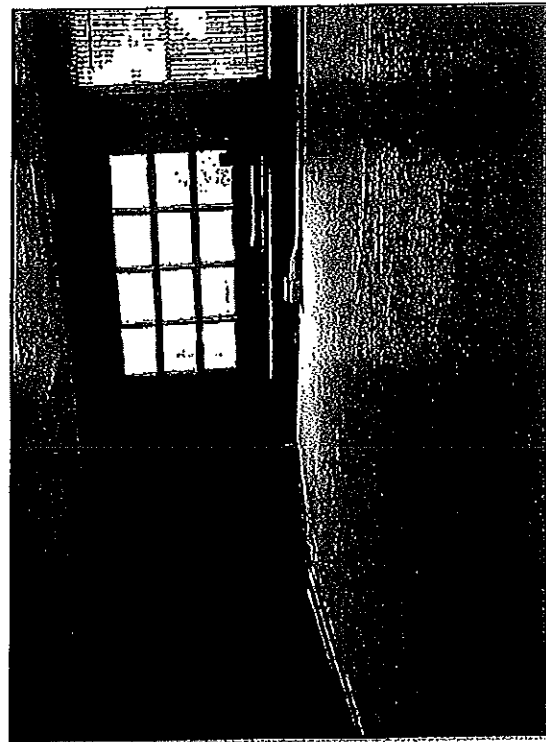


Figure 22: Exterior Door_Unable to Lock



Figure 23: Exit Door/In need of Repair

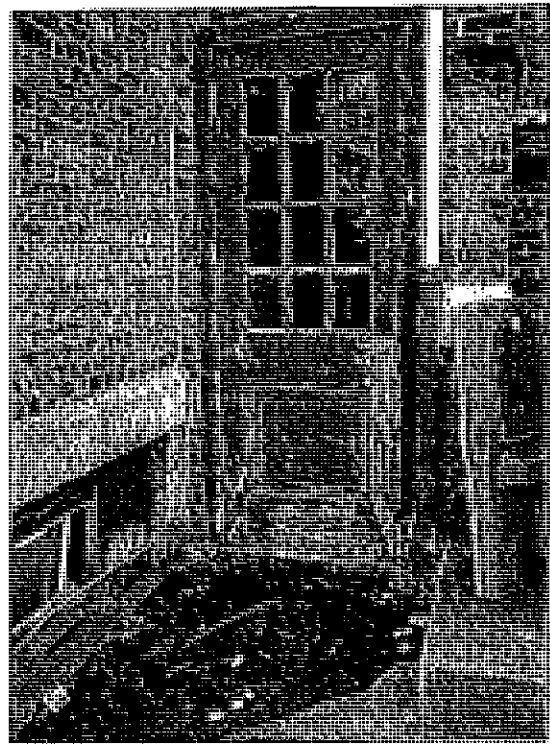


Figure 24: Exit Door/In need of Repair



Figure 25: Roof Shingles



Figure 26: Missing Roof Shingles

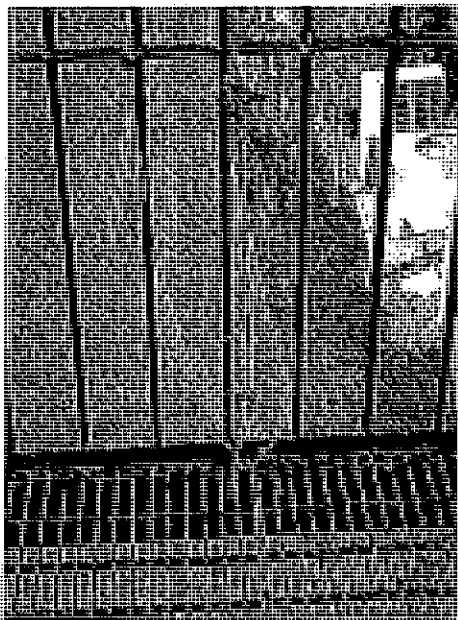


Figure 27: Fire Escape in disrepair

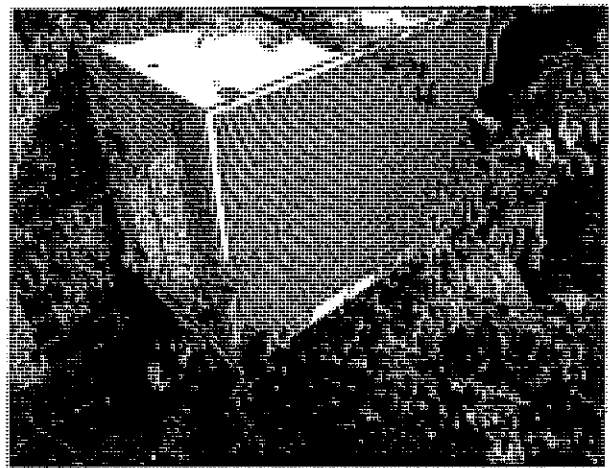


Figure 28: Overgrown Weeds_A/C Unit



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healthdept@co.bergen.nj.us

Kathleen A. Donovan
County Executive

Nancy L. Mangieri
Director/Health Officer

August 5, 2014

Mr. John Perkins
Business Administrator
Dumont Borough Hall
50 Washington Avenue
Dumont, NJ 07628

An Industrial hygiene investigation was conducted on July 7, 23, and 30, 2014 by the Bergen County Department of Health Services at the following facility:

**Dumont Borough Hall
50 Washington Avenue
Dumont, NJ 07628**

Described as follows: **Police Department/Borough Hall**

The enclosed report describes the findings of the investigation and provides recommendations for the control of identified occupational health and safety hazards. With the intent that all involved parties work together to address and to solve existing problems, this information is being provided simultaneously to management, employees, the union (if there is one), and the local health officer.

If there are any questions regarding the investigation or the contents of this report, please direct them to me at (201) 634-2785, between the hours of 9:00am and 4:30pm. We feel that this cooperative effort between employers, employees, and the local health agency personnel will be a positive step toward promoting and maintaining good health among the working population of Bergen County.

I. Introduction

This investigation by the Occupational Health Division of the Bergen County Department of Health Services was initiated at the request of employees of the Dumont Police Department. Concerns of potential asbestos exposures, the presence of mold as a result of excessive water intrusion, poor indoor air quality, and inadequate health and safety conditions throughout the department were expressed. Although the Police Department is located on the lower of the building, staff members are troubled with the conditions of the entire building; they also occupy space on the second and third floors. Officers are experiencing headaches, sore throats, coughing, sneezing and are lethargic when working inside of the building after short periods of time. Complaints of water pooling into the building during inclement weather in various locations are of a major concern. The most recent site investigations by Melissa Johnson, were performed on July 1st, 23rd and 30th, 2014.

II. Findings

The building in question houses the following:

The Police Department, located on the ground level (some areas below grade) employs 43 people, 39 are full-time employees. The Business Administrator, Borough Clerk, Tax Collector, Finance Department, Court Office, Court, Conference Room, Health Department and Nurses are located on the second floor, 11 full-time employees are located in these offices. The Fire Prevention Bureau, Fireman's office, D.A.R.E. office (police), Building Department, Summer Recreation room, Summer Recreation office, council meeting room, and Police Department storage rooms are located on the third floor; where 4 full-time employees are employed. The Teen Center, Kitchen and storage closets are located on the fourth floor; no full-time employees are located in this area. The teen center is utilized on Friday and Saturday evenings, number of occupants varies.

The ground level houses the boiler room, no employees work in the area. Adjacent to the boiler room is an IT room. Employees no longer work in this area; however, it is accessed intermittently. The structure was built in 1918 and was a school until approximately 52 years ago. Until such time, the third floor was previously used as an indoor firing range.

The building is currently in a deteriorated condition, and it has not yet been determined whether it will be renovated or if a new facility will be built on or off-site. The entire roof is in disrepair and in need of total replacement. Roof shingles and nails can be found around the perimeter and on the fire escape in large quantities. Flat tires on police patrol cars are problematic and are a normal occurrence (roof nail punctures). The masonry is also in gross disrepair on all sides of the building. Falling bricks and stones have been a concern of police officers, thereby establishing a need to place plywood over the metal awning located outside of the parking lot entrance to prevent injury. The conditions continuously cause water to infiltrate all levels of the building, depending on the quantity of rain, melting of snow and wind direction.

Stairwell walls have also deteriorated since 2011. These stairwells are utilized by the Building Department, Borough Clerk, Teen Center, Rec Center Registration, Domestic Violence Team, Police Department and the

general public. Plastic on the walls and plywood on the ceiling does not constitute remediation. Areas of the roof have folded tarp with items placed on top to secure the tarp from moving. It appears to be a methodology used to prevent water from seeping into the building. This has not been verified.

Telephones have been damaged due to water infiltration, most recently in the Clerk's Office on the second floor. Computers have been damaged within the Police Department on several occasions. Public entrances and employee entrances often have puddles from the accumulation rain water. Light fixtures throughout the building have water stains inside the fixtures and numerous water-stained ceiling tiles can be found on all levels throughout. Many ceiling tiles have pre-drilled holes in them to capture water in garbage pails when necessary. Many exterior doors appear to original or at least 50+ years old; some only open with excessive force, others are visibly rotted and warped, no longer close properly. Sunlight can be seen shining through from the outside, around the perimeter of closed exit doors and windows in the basement. The condition of the wood on some of these exit doors are extremely rotted, allowing only a gently push or kick to permeate through to the other side. The hardware has fallen off another exterior; a lock has not been installed.

Between January 27 and June 2, 2008, *Ronald Schmidt and Associates, PA* proposed to provide the Borough with a 'Programming and Site Feasibility' study; costing between \$67,400 and 83,400 (several revisions were submitted). Some items included were measured plan drawings of the building, a survey report for improvements with costs, special needs survey, etc.

A five-page itemized list of all immediate and necessary repairs was noted in the above-mentioned 2008 document. More than ninety percent of the noted repairs are the exact same repairs that are needed to date. The conditions noted therein have actually deteriorated from those cited. I have attached the June 2, 2008 document for review.

In May, 2008, the *PMK Group* supplied the Borough with a cost estimate for the identification of asbestos and lead via a written survey for the entire building, asbestos abatement project design and assistance with contractor selection/project monitoring and final clearance samples for \$13,500. Additionally, \$3,500.00 (B & G restoration, Inc.) was quoted for asbestos abatement of said areas.

On March 18, 2008, *Complete Roofing Systems, Inc. (CRS)* provided two estimates for roof repairs, one for \$1685.00 and another for \$1965.00. Two invoices for \$2965.50 and \$3650.00 on July 10, 2008 were provided for said repairs.

On August 28, 2008, Mandell Environmental Consulting was hired by PMK Group to provide a Lead Paint Inspection Report for areas that were slated to be renovated or demolished only, throughout Borough Hall. Many areas were found to be above the action level of 1.0 mg/cm². PMK Group subsequently provided the Lead-Based paint Identification Survey on October 6, 2008 for the purposes of anticipated renovations/demolition. Their reasonable "worst case" cost impact associated with the dust control/cleaning activities was ~\$5,000.

PMK performed bulk asbestos sampling throughout the building on August 26 and 28, 2008, the samples were analyzed by Ameri Sci, Inc. Asbestos is present in various locations throughout the building; this is not uncommon due to the age of the building. The sampling results were provided, however, the asbestos survey report was not provided.

On February 20, 2009, the New Jersey Department of Labor and Workforce Development's Public Employees Occupational Health Division (PEOSH) performed a safety site inspection of the facility. As a result, PEOSH issued a Notice of Order to Comply; again, many of the violations listed are identical to those that exist within the building today. A follow-up to this inspection was conducted, however, no information has been provided.

On or about December 31, 2010, a generator was installed and/or relocated.

A thorough inspection was made of the Police Department building November 28, 2011 by Melissa Johnson. The rest of the building was examined during this time as well. A report indicating recommendations for remedial action was issued. At such time the new Mayor, Mr. James Kelly and Council members were seeking property to purchase and rebuild the entire facility off-site. Upon following up, there were discussions of relocating the Police Department only and renovating the existing structure for Borough hall; thereby providing a remedy for parking at this location.

On June 14, 2012, an indoor air quality investigation was performed by Birdsall Services Group. This report noted that *"most of the negative conditions that may impact the space start with the numerous points of water intrusion. The water intrusion has lead to water damage, water staining, mold growth and elevated humidity within the space. The water intrusion sources include, but are not limited to the following; roof leaks, gaps/cracks in the building's foundation, gaps/cracks in the brick walls, disconnected drain lines, and poor drainage in areas."* Once again, these conditions are the same conditions cited from 2008 and continue to exist today, only having worsened. The report also stated that *"the HVAC system did not appear to be functioning properly, evidence of damaged asbestos pipe insulation, rodent droppings and moldy items stored on the earthen ground in the lower level storage areas."* The cost for said services was not provided.

An asbestos sampling survey was completed for the Ready Room of the Police Department only on July 14, 2014 by Remington, Vernick and Arango Engineers. This survey was conducted as a result of a recent flood in this location. The carpet and contents of the room were removed. The floor beneath revealed damaged 9"x9" floor tiles adhered to a concrete floor. Nine by nine inch floor tiles are known to contain asbestos. The report indicated that samples were taken on June 7th to identify asbestos containing material (ACM). The report revealed that the floor tiles, mastic on the wood lath and metal panels contained asbestos. It also indicated that the pipe insulation above the drop ceiling tiles was assumed to contain asbestos. This report recommended that all asbestos containing material abatement work be conducted in accordance with all applicable local, State, and Federal regulations. The costs for services were not provided.

On August 7, 2012, Birdsall provided the Borough with an Air Conditioning Systems Evaluation Report. This report stated that the *"lower level walls that were exposed have indications of sprawling due to repeated moisture conditions, suggesting the exterior masonry is not helping to ward off water infiltration. This is problematic when attempting to maintain reasonable humidity conditions within the space. Numerous doors were found to have deteriorated or missing weather stripping, or poor alignment creating areas of infiltration from exterior and adjacent areas as well. A good part of the rear basement area is an unconditioned dirt floor crawl space that is exposed directly to the interior occupied areas."*

The total flow, return air and external static pressure were deficient in the Police Department, and the humidity was found to be excessive. Birdsall recommended that the HVAC system be redesigned and to replace the toilet and interview rooms exhaust systems. Proper make-up air should have been incorporated into the new HVAC design.

On or about August 13, 2013, it was noted that Ray's Auto Body, located at 35 West Shore Avenue was up for sale for \$250,000.00.

On August 20, 2012, Brian Nemetz of Birdsall provided the Borough with an estimate to correct the items listed in their indoor air quality report which totaled \$49,500. The total estimate for repairs for the Police Department was \$388,256.00. The proposal included correction for moisture issues, remediating of molded areas, removal of lead based paint as part of construction activities, pest management services and removal of assumed asbestos containing materials. Further clarification on items that may have been remediated at that time is needed. The cost for services provided was not provided.

Subsequently, 10 mini-splits were installed throughout the Police Department only. The units provide fresh air and remove some of the humidity; however a 3-zoned unit that accommodates the dispatch area, TAC room and Patrolman's office is not working properly, and has not since installation. Air is not supplied nor circulated simultaneously in each of these rooms.

On or about August 20, 2012, a tour of the Tenafly Police Station and a meeting with the Tenafly Borough Administrator occurred. Tenafly had recently built a brand new Police Department and had hired Arcari and Iovino Architects and utilized a Construction Manager to assist with the completion of the project. The cost for services rendered was not provided.

In September, 2012, CRS Roofing was contracted again to provide roof repairs (\$4,894.37). Academy Electric relocated the generator on or about 12/31/2012 (\$16,108.00).

On January 17, 2013, Arcari and Iovino Architect prepared and submitted a Building Study for the Borough Hall. On February 11, 2013, two site diagram options for a new building on the same footprint were provided. The cost for said studies was not provided.

As mentioned in the Introduction, Melissa Johnson returned to the Dumont Borough hall at the request of the Police Department to complete additional industrial hygiene site visits on July 7th, 23rd, and 30th, 2014. A thorough investigation was made of the Police Department; the remainder of the building was then examined. Unfortunately, the majority of deficiencies noted in 2011 continue to exist and most have worsened over time. All levels of the building have areas that are in need of immediate repair/replacement.

The majority of the recommendations listed on the BCDHS' Occupational Health Division 2011 report were not addressed.

As indicated previously, the roof continues to leak profusely and shingles can be found in large quantities on all sides of the building. The masonry at the base of the building and above has deteriorated; bricks and stones have fallen off and are worn from the weather. Mortar is missing throughout. The two large stair wells are in much poorer condition, as a result of the faulty roof. Debris is falling off, visible mold is present and the area has been covered with black plastic garbage bags.

Of particular importance are the following:

- Fire escape (currently not in use)
- Blocked escape routes
- Inoperable fire doors/Exit doors (will not open without force)
- Insufficient fire doors (rotten, warped, deteriorated)
- Improperly marked exit signs
- Insufficient exit lighting
- Means of egress lack adequate head room (lower-level)
- Insufficient means of egress (lower-level)
- Faulty roof
- Damaged asbestos tiles ((lower level)
- Water/flooding in offices (first and second floor)
- General water intrusion throughout the building
- Remediation of all water damaged areas (exterior and interior)
- Electrical hazards (light fixtures/light switches)
- Poor indoor air quality
- Inoperable elevator
- Vermin and Insects within the building
- Secured Evidence Room (inadequate supply of fresh air/water intrusion)
- Clogged drain on ground near rear entrance

III. Recommendations

An exorbitant amount of planning, sampling and surveying has taken place over the past six years with regard to the final outcome of the Borough Hall structure. Various parcels of land have been sought to purchase to build a new structure. A proposal for a site feasibility study has been provided by Ronal Schmidt and Associates and a building study has been provided by Arcari and Iovino Architects for the existing foot print or another location. Asbestos surveys, indoor air quality surveys, roofing quotes, safety audits and industrial hygiene investigations provide ample documentation of the condition and problematic areas throughout the building.

An inordinate amount of money has been allocated for the above-mentioned consultants/contractor to provide information to move forward with the project.

However, very limited amount of renovations and/or remediation has occurred within the last six years... resulting in a structure that does not provide a workplace free of recognized hazards; that causes or is likely to cause serious physical harm to employees within the building. The afore-mentioned also applies to the youth that occupy the space in the teen center on the upper level and the general public that enter the building daily.

It is with great urgency that all involved parties meet to discuss this report and any documents listed within. The condition of the building warrants immediate action. The building remains in a deteriorated state. A clear decision must be made on the end result of this edifice. In the interim, a concise decision must be made as to where the building occupants will be housed to work and provide services to the community in the near future.

There is an enormous amount of unused space on the upper levels of the building, which happen to be in much better condition than that of the lower level occupied by the Police Department. If the building is going to remain the towns Borough Hall, relocation of staff on the upper floors to a rental space should be considered to begin renovations on the lower level (Police Department). The Police Department could occupy an upper level in the interim. All recommendations previously sighted by this department and the NJ State Department of Labor must be addressed immediately, should this option be chosen. Immediate repairs would include the roof, brick and stone masonry, foundation and drainage system which are allowing water to enter the building.

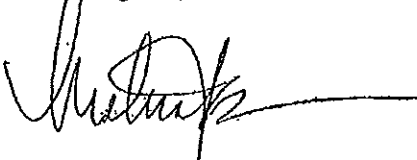
If the Borough Hall will no longer be used for its' existing purpose, relocation of staff on the upper floors to a rental space should be considered until a relocation plan of action is established for the Police Department. This, however, must take place as soon as possible.

Many suggestions and locations have been discussed with management and employees regarding relocation of certain departments and the teen center. I am available to meet and discuss the findings and recommendations within this report and go over in detail the health and safety violations that were noted during my most recent site visits. Please note that the penalty structure has dramatically increased for safety violations under the State Department of Labor's PEOSH Division. Additionally, several health violations were noted throughout the building; they are enforced by the State Department of Health's PEOSH Division.

Lastly, please also be advised, in accordance with N.J.S.A. 34:6A-25 et. seq., employees have a right to file a complaint within 180 days for retaliation or discrimination by an employer for making safety and health complaints or for exercising their right under the NJ PEOSH Act. Under the PEOSH law, public employees are granted certain legal rights to ensure safe and healthful working conditions.

If there are any questions regarding these recommendations feel free to call me at 201-634-2785.

Kind regards,

A handwritten signature in black ink, appearing to read 'Melissa Johnson', with a long horizontal flourish extending to the right.

Melissa Johnson, MS
Industrial Hygienist

DATE: August 27, 2014

18)
TO: Mayor James Kelly
Council President Ellen Zamechansky
Councilman Bill Brophy
Councilman Matt Hayes
Councilman Rafael Riquelme
Councilwoman Barbara Correa
Councilman Carl Manna

cc: Borough Clerk Susan Connelly
Borough Attorney Gregg Paster, Esq.
Chief Joseph Faulborn
Detective Steven Brown

SUBJECT: Borough Hall Building

For a number of years, at various times, there has been ongoing discussion with regards to the condition of the Borough Hall.

During that time, there have been various projects that have been approved in order to try and stem the issue of water infiltration and working condition issues that have plagued the building in general and specifically workspace.

Attached, you'll find various documents relative to issues found throughout Borough Hall, some which have been rectified with others being temporarily satisfied and others not being addressed.

- August 5, 2014, County Health Report authored by Melissa Johnson with color pictures
- November 28, 2011, County Health Report authored by Melissa Johnson
- August 25, 2014, Brown and Brown, Public Risk Advisors, recommendations as a result of the safety meeting held on August 19, 2014 in Borough Hall
- Copy of the memo outlining meeting of August 19, 2014
- March 12, 2008 Twin Boro article regarding building condition
- January 27, 2008 memo to architect Ronald Schmidt
- April 16, 2008, Municipal Resolution for feasibility study
- April 1, 2012, memo to Mayor and Council outlining condition of Borough Hall
- May 29, 2012, memo relative to indoor air quality investigation
- December 4, 2012, Municipal Resolution authorizing Needs Assessment by architect
- February 13, 2008, Asbestos Management Services Proposal
- September 4, 2008, Asbestos findings by AmeriSci
- October 6, 2008, lead paint inspection report
- June 29, 2012, Indoor Air Quality Investigation, Birdsall Services
- August 7, 2012, Air Conditioning Systems Evaluation Report, Birdsall Services
- July 14, 2012, Police Department Ready Room, Asbestos Sampling Survey Report, Remington Vernick
- documentation of various deficiencies found throughout the building
- March 18, 2008, proposal for various repair related issues by CRS
- June 17, 2008, Municipal Resolution authorizing repair to roof
- August 19, 2008, Municipal Resolution authorizing asbestos abatement

Estimates have been received for various improvements to the building. The breakdown is as follows:

• Elevator upgrade due to the inability to obtain parts for the existing elevator	\$70,000
• Masonry pointing of the building	\$500,000
• Fire escape repair	\$9,000
• Roof replacement without gutters	165,000
Total estimated cost	\$744,000

Various repairs to borough Hall in 2013 totaled \$69,450

To date repairs in 2014 have cost \$23,467

In 2013 gas and electric costs stood at \$47,387

In 2014 for eight months gas and electric costs have been \$51,195

The above-mentioned costs are associated only with Borough Hall.

This estimated cost does not include any work to the interior of the building. Various issues exist within the building relative to the closing of doors and the settlement of floors.

Work that has been done to the building includes the following:

• Police Department air-quality units	\$29,195
• Various efficiency parts for air handlers	\$2,995
• Goosetown Communications battery work	\$988
• Installation of recovery ventilators	\$29,500
• Electrical work in PD for ventilators	\$5,985

If the Mayor and Council decides to temporarily move the Police Department and borough administration out of the building based on recommendations found in various reports, temporary trailers are available similar to what Tenaflly installed. Mobilease has priced out a modular police station at 3160 ft.² at \$2804 per

month. In addition there is a delivery and installation charge, below grade foundations, if required, engineering and dismantle and return at the end of the lease costs totaling \$81,400 +15%. In addition handicap ramps can cost approximately \$8000 and a 5x5 entrance deck can cost approximately \$2900.

The architect that was hired by the Borough, Arcari & Iovino have estimated the cost (2013 pricing) of a new municipal building on-site to be **\$9,712,415**
Property acquisition to support parking free municipal complex
(six (6) properties would cost at least (assessed value) **\$2,382,000**

It is estimated that a new building will cost between \$13-\$14 million considering 2014 costs.

If you have any questions, please contact my office.

BOROUGH OF DUMONT
Mayor and Council
James J. Kelly-Mayor

-----NEWS RELEASE-----

FOR IMMEDIATE RELEASE

September 3, 2014
CONTACT: Gregg Paster-Borough Attorney
gpaster@pasteresq.com
(201) 489-0078

GOVERNING BODY FORCED TO VACATE BOROUGH HALL

Dumont, NJ- At its September 2, 2014 work session, the Dumont Mayor and Council were briefed on the condition of Borough Hall, an old school building originally constructed during World War I, based upon a report produced by the Bergen County Department of Health Services' Melissa Johnson, an industrial hygienist with that department. The report showed the condition of the borough hall building to be poor, particularly in the police department portion of the building, which is housed in the ground floor level. The police department is by far the largest department of municipal government, with 43 employees, 39 of whom are full time.

Of particular note in the County report, "The building is currently in a deteriorated condition, and it has not yet been determined whether it will be renovated or if a new facility will be built on or off-site. The entire roof is in disrepair and is [in] need of total replacement. Roof shingles and nails can be found around the perimeter and on the fire escape in large quantities. Flat tires on patrol cars are problematic and are a normal occurrence (roof nail punctures). The masonry is also in gross disrepair on all sides of the building. Falling bricks and stones have been a concern of police officers, thereby establishing a need to place plywood over the metal awning located outside of the parking lot entrance to prevent injury. The conditions continuously cause water to infiltrate all levels of the building, depending on the quantity of rain, melting snow and wind direction."

The Governing Body was advised that these deficiencies and needed repairs are remarkably similar to those noted in a June 2, 2008 report by the same agency. The condition of the existing facility is only continuing to deteriorate. The Mayor and Council unanimously agreed that the time for further delay is past and the time

for action to begin vacating the municipal building is now. For that reason, Borough Administrator John Perkins was authorized to seek interlocal cooperation from other municipalities to redeploy police personnel on a temporary basis while a more permanent solution, likely trailers to house the department, is sought. Employees from other departments will also be relocated as part of the police move, although logistical details have yet to be finalized.

The Mayor and Council authorized the following statement: 'We recognize that the paramount issue we are dealing with in this situation is the health and safety of our employees, as well as residents and visitors to Borough Hall. While cost is always a consideration, we can no longer delay action on this issue. The County report requires affirmative steps toward a solution, not simply to avoid regulatory penalties and liability, but because it is the right thing to do.'

Mr. Perkins is expected to report back to the Mayor and Council formally at the September 16 public meeting with his findings on options and funding mechanisms to come to a resolution of the need to vacate the municipal building. Long term solutions are under consideration as well, but are secondary at this time while the near term issues of employee health and safety are secured.

Questions or comments about this statement may be directed to Borough Attorney Gregg Paster at 201-489-0078 or via email at gpaster@pasteresq.com.

EXH. H



**2015
BOROUGH OF DUMONT
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CORREA	✓			
HAYES	✓			
MANNA	✓			
MORRELL	✓			
RIQUELME	✓			
ZAMECHANSKY	✓			
MAYOR KELLY				
TOTALS	6			

Resolution No.	76
Date:	February 17, 2015
Page:	1 of 2
Subject:	Preliminary Cost
Purpose:	Approval
Dollar Amount:	Not to exceed \$6,850
Prepared By:	Gary Vinci, Borough Auditor

Offered by: Manna
Seconded by: Riquelme

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by:

Susan Connelly
Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

PRELIMINARY COSTS – REDEVELOPMENT STUDY-BLOCK 1215, LOT 12

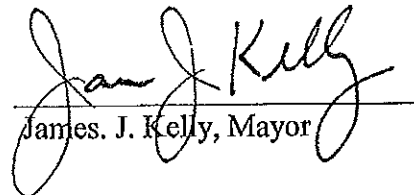
WHEREAS, the Borough Council of the Borough of Dumont, in the County of Bergen, New Jersey, hereby acknowledges the need to have an investigation completed of Block 1215 Lot 12 to explore its options for the designation of this property as an area in need of redevelopment; and; and,

WHEREAS, the Borough will incur professional costs relating to this study; and

WHEREAS, the purpose of these preliminary costs is to contract with Maser Consulting P.A. to complete this investigation and that the amount to be charged is for the purpose for which bonds may be issued under Chapter 2 of Title 40A;

BE IT RESOLVED, that the amount appropriated for preliminary costs shall not exceed \$6,850 and the Chief Financial Officer is authorized to establish a reserve for preliminary expenses from the Capital Improvement Fund in the General Capital Fund.

BE IT FURTHER RESOLVED, copies of this resolution shall be provided to the CFO and Borough Auditor.


James. J. Kelly, Mayor

EXH. I

R E S O L U T I O N

JOINT LAND USE BOARD OF THE BOROUGH OF DUMONT

A RESOLUTION DETERMINING THAT BLOCK 1215;
LOT 12 IS AN "AREA IN NEED OF REDEVELOPMENT"

Introduced By: *Worner*

Seconded By: *Cremi*

WHEREAS, pursuant to N.J.S.A. 40A:12A-1, et seq., (The Local Redevelopment and Housing Law) a municipal Governing Body may undertake the redevelopment of a portion of the municipality and designate a property or properties as being "in need of redevelopment" and otherwise exercise the powers set forth in the aforesaid statute; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4b the Board can be requested to conduct appropriate studies and, upon request of the Governing Body, make a determination if certain property is "an area in need of redevelopment" subsequent to holding public hearings on the matter with proper notice to required parties;

WHEREAS, the Governing Body has requested that the Board make a determination if Block 1215; Lot 12 (the "Property") constitutes an "area in need of redevelopment" and the Board has requested that Maser Consulting, PA, (hereinafter, "Maser") undertake such a study and provide the Board with necessary testimony and information in order to make a determination if the Property is "an area in need for redevelopment";

WHEREAS, pursuant to proper notice, the Board has undertaken

public hearing on the matter on June 30, 2015;

NOW, THEREFORE BE IT RESOLVED, by the Board that it does hereby make the following findings of fact and conclusions based thereon:

1. That all of the recitals hereinabove set forth are incorporated by reference. That all of the exhibits and documents relevant thereto are herein incorporated.
2. More specifically, but not by way of limitation, the Board considered the report prepared by Maser and known as the "Redevelopment Study Area Determination of Need" dated May 29, 2015 (hereinafter, the "Report") with regard to the Property.
3. The Board considered the testimony of Darlene Green, a licensed Professional Planner in the State and a representative of Maser.
4. Ms. Green highlighted the contents of the Report and offered testimony that the Property consisted of a single 150' x 286' property that was formerly utilized as the Dumont Municipal Complex. The Property is in the B-2 Business Zone of the Borough and has become dilapidated and outdated. The structure on the Property was constructed in 1918 and was utilized as a public school until 1962 when it was transferred from the Board of Education to the Borough to be utilized for Borough purposes. The structure previously contained virtually all Borough Offices (including the

Police Department) and over the years has deteriorated to the point where it is no longer safe and all municipal offices have relocated from the structure which is now vacant.

5. During testimony, Ms. Green made clear that the Property meets Criterion "a" as an "area in need of redevelopment" in that the building is:

substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.

6. Additionally, Ms. Green testified that the Property meets Criterion "H" in that it supports State "Smart Growth" initiatives in that;

- a. According to the State's mapping, the Borough of Dumont is located in a smart growth areas as it is designated Metropolitan Planning Area;
- b. The redevelopment of the property has the potential to produce a new, mixed-use building in the municipality's downtown;
- c. Redevelopment of the property would be able to take advantage of the bus service that runs along Washington Avenue;
- d. Any potential redevelopment of the property would include a mandatory affordable housing component,

which would provide affordable housing options within the Borough;

e. The property is located in a walkable setting, where future workers and residents could walk to services and shopping establishments;

f. Redevelopment of the property will utilize existing land that is already developed to construct a new, safe building.

7. Ms. Green further opined that the condition of the building has been allowed to deteriorate to the point that the building needed to be vacated to protect the employees in the building on a daily basis and visitors coming to the building. These conditions of the building, by reason of dilapidation of the structure, have been extensively documented in the various reports and studies conducted since 2008. She further indicated that vacating of the building put the public on notice that the structure is an imminent public health hazard which must be mitigated.

8. The Board has considered public comment regarding the Redevelopment Determination.

NOW THEREFORE, BE IT FUTHER RESOLVED that the Planning Board hereby finds that the Property constitutes "an area in need of redevelopment" and requests that the Governing Body so designate the property and take such steps as are necessary.

ROLL CALL:	AYES	NAYS	ABSTAIN
Warner	✓		
Hakim	✓		
Moriarty	✓		
Bochicchio	✓		
AFRONTI	✓		
Chen	✓		
Masio	✓		
Cremis	✓		
Hayes			✓

William Bochicchio

William Bochicchio, Chairman

Rosalia Bob

, Secretary

RESOLUTION ADOPTED AT THE June 30, 2015 MEETING OF THE DUMONT
JOINT LAND USE BOARD

EXH. J

**APPRAISAL OF THE
MUNICIPAL BUILDING
LOCATED AT
50 WASHINGTON AVENUE
BLOCK 1215, LOT 12
DUMONT, NJ 07628**

**BY:
MCNERNEY & ASSOCIATES, INC.
266 Harristown Road - Suite 301
Glen Rock, New Jersey**

McNerney & Associates, Inc.

McNerney & Associates, Inc.

Real Estate Appraisal Services • 266 Harristown Road., PO Box 67, Glen Rock, New Jersey 07452-0067 • (201) 670-8558 • Fax (201) 670-0913

August 18, 2015

John Perkins
Borough Administrator
Borough of Dumont
80 West Madison Avenue
Dumont, New Jersey 07628

RE: Borough Hall
50 Washington Avenue
Block 1215, Lot 12
Dumont, New Jersey

Dear Mr. Perkins:

McNerney and Associates, Inc., is pleased to transmit our report estimating the market value of the Fee Simple Estate in the referenced real estate. It should be understood that this is an Appraisal Report with some of the detail presented being in an abbreviated format.

We have been advised by Municipal Officials that there is a significant amount of asbestos throughout the building. Therefore, the valuation conclusion contained herein is subject to a future adjustment once the cost of the removal of the asbestos is determined. The value opinion reported herein is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report.

This report is prepared for the Borough of Dumont, and it is intended only for the specified use of the client. It may not be distributed to our relied upon by other persons or entities without written permission of the appraiser.

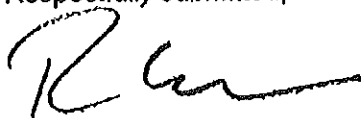
As a result of our analysis, we have formed an opinion that the market value of the Fee Simple Estate in the referenced, as of August 18, 2015, was:

EIGHT HUNDRED EIGHTY FIVE THOUSAND DOLLARS


(\$885,000)

This valuation is subject a forecasted marketing period of no more than six (6) months. This letter is invalid as an opinion of value if detached from the report, which contains the text and exhibits.

Respectfully submitted,



Robert McNerney, MAI, SRA, CRE
President-SCGRE #RG00417



Edmund Brown, CTA
Staff Appraiser

McNerney & Associates, Inc.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 50 Washington Avenue
Dumont, Bergen County, NJ

Tax ID: Block 1215, Lot 12

Owner of Record: Borough of Dumont

Lot Size: 0.99± Acres

Description: The subject property consists of a 0.99± acre site improved with a two and a half story municipal building. The building was originally constructed in 1918± and is considered to be in poor condition as of the date of value. The structure contains 20,508± square feet as well as a full, finished basement. The site provides for adequate onsite parking.

Tax Assessment:

	Land	Improvements	Total
2015	\$1,288,000	\$1,489,000	\$2,777,000

Tax Rate: \$3.364/\$100

Equalization Ratio: 92.84%

Zoning: B2 – Business 2-1/2 Story

Highest and Best Use: Demolition for Commercial Development

Date of Value: August 18, 2015

Property Rights Appraised: Fee Simple Estate

Concluded Valuation: \$885,000

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ADDENDA

Qualifications of Robert McNerney, MAI, SRA, CRE	1
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Marshall & Swift Demolition Cost	3

CERTIFICATION

I, Robert McNerney, MAI, SRA, CRE, and Edmund Brown, CTA certify that:

1. The statements of facts contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Edmund Brown, CTA has made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.

McNerney & Associates, Inc.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I, Robert McNerney, have completed the continuing education program of the Appraisal Institute.
14. This appraisal is made, based on the assumption that the subject, unless otherwise specified in the report complies with the New Jersey Industrial Site Recovery Act (ISRA), and was signed into law on June 16, 1993. It is assumed that the subject property meets the residential environmental standards, which is the highest standard, specific under ISRA. Properties that do not meet this standard due to the existence of contamination, may require restrictions on future uses which could have a material impact on value.

Under ISRA the cleanup standard applicable to a property may be dependent upon the use or future use of the property. For residential properties the environmental standard must allow for the unrestricted use of the property. For non-residential properties the standards take into consideration the use of the property, and if contamination will require future restricted use of the property. The non-residential standard may permit a higher level of contaminants to remain on the site, which may result in less costly clean up. However, it should be noted that anything less than clear up to a residential standard can have a substantial adverse impact on the value and the future use of the property.

In conjunction with the preceding paragraph, the appraiser(s) have not been apprised of, nor are they qualified to ascertain, the existence of Radon, a radioactive gas which occurs naturally in the soil of certain identified areas. This gas, in concentrated form, has been shown to be detrimental and its existence would create a negative impact on value. As in the above instance, the value estimate assumes the subject is free and clear of Radon gas.

15. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey

of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

8/18/15

Date



Robert McNerney, MAI, SRA, CRE
President-SCGRE #RG00041700

8/18/15

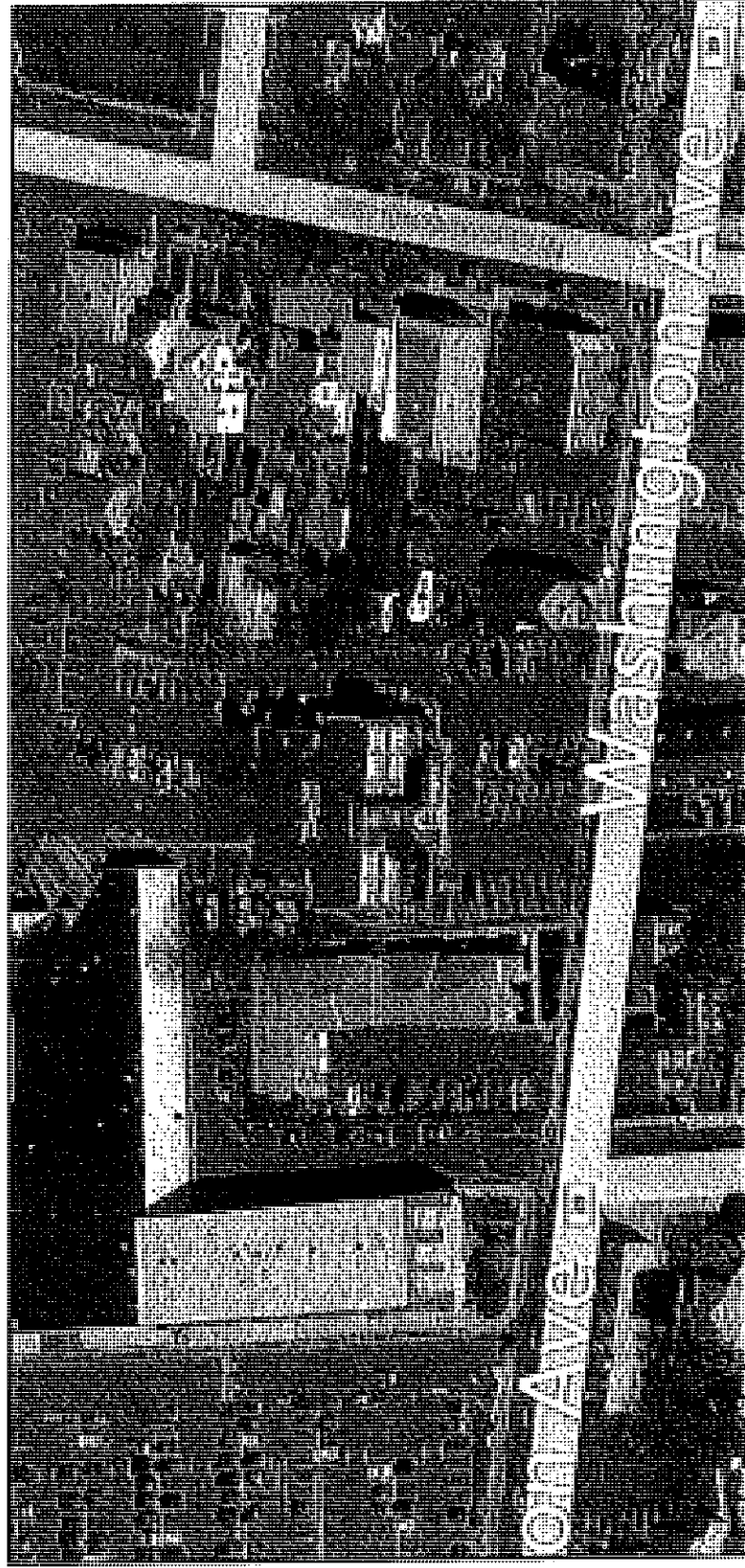
Date



Edmund Brown, CTA
Staff Appraiser

AERIAL VIEW

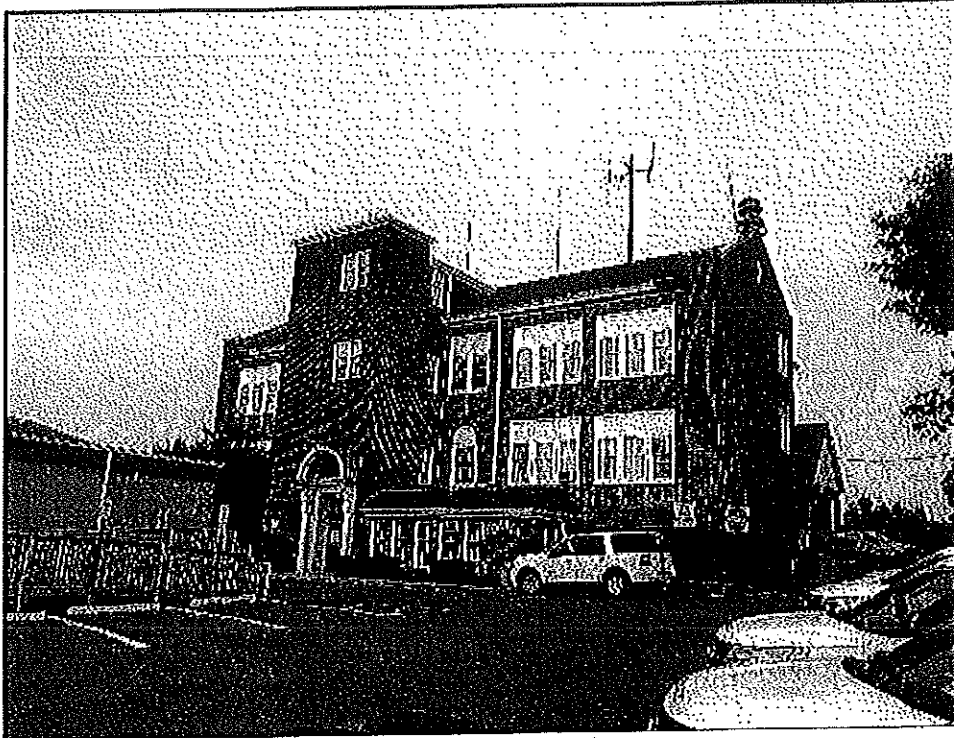
50 Washington Avenue
Dumont, New Jersey



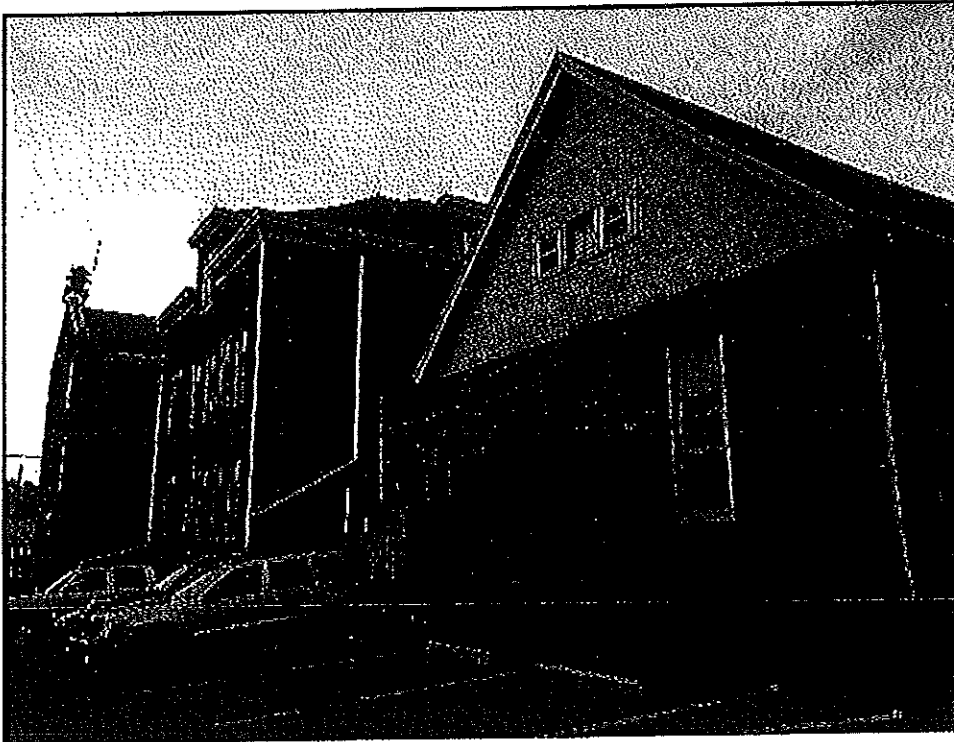
McNerney & Associates, Inc.

SUBJECT PROPERTY

50 Washington Avenue
Dumont, NJ



View from Washington Avenue

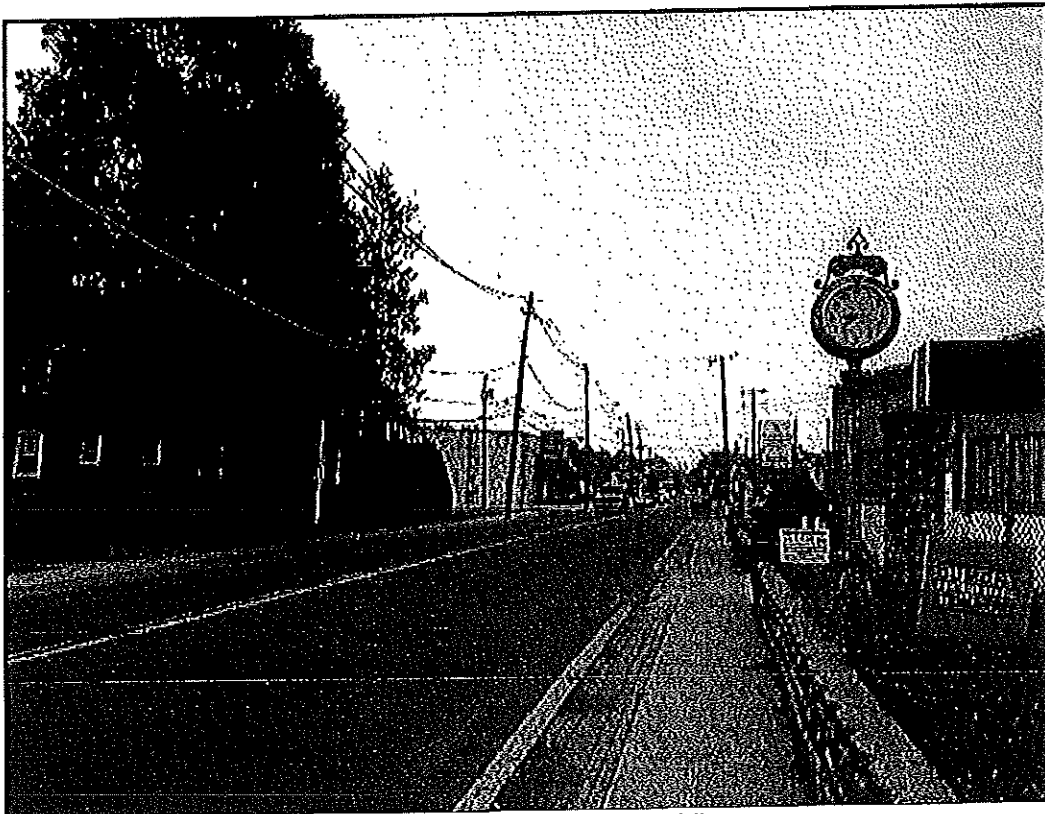


Rear View of Subject Property

McNerney & Associates, Inc.



Rear View of Subject Property



Washington Avenue Street View

McNerney & Associates, Inc.

IDENTIFICATION OF PROPERTY

The subject property consists of a 0.99± acre site improved with a two and a half story, municipal building which is 20,508± square feet. The property is designated on the official tax maps of the Borough of Dumont as Block 1215, Lot 12, and is more commonly known as 50 Washington Avenue, Dumont, New Jersey.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to establish the current market value of the Fee Simple Estate of the subject property.

FUNCTION OF THE REPORT

The function of this report is to establish a fair market value of the subject property in connection with a potential sale.

SCOPE OF THE REPORT

The scope of this appraisal is to inspect the property, consider market characteristics and trends, collect and analyze pertinent data, and develop a conclusion about the property's market value. In the course of our investigation we have interviewed brokers, owners and other real estate professionals to uncover pertinent information and develop our opinion of the property's market value.

MARKET VALUE DEFINITION

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

McNerney & Associates, Inc.

MARKET VALUE DEFINITION (CONT.)

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated.
2. both parties are well-informed or well-advised, and each acting in what they consider their own best interest.
3. a reasonable time is allowed for exposure in the open market.
4. payment is made in term of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(The Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition, Chicago, Illinois, c. 2010, p. 123)

EXPOSURE TIME DEFINITION

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

(The Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition, Chicago, Illinois, c. 2010, p. 73)

A search of the immediate market area revealed that there are few similar type properties available for sale. We have discussed listings with brokers and owners of these properties and have concluded that the appropriate exposure time for this particular property is between six and twelve months.

PROPERTY RIGHTS APPRAISED

Fee Simple Estate may be defined as: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

(The Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition, Chicago, Illinois, c. 2010, p. 174)

The property rights appraised are all rights existing in the fee simple estate as of the appraisal date. These rights are the legal and economic properties of the owner that may be rightfully exchanged for money or equivalent goods. Property rights inherent in the ownership of tangible personal property or intangible benefits of the property itself, are not the subject of this report.

CONTINGENT AND LIMITING CONDITIONS

The appraisers assume no responsibility for matters legal in character, nor render any opinion as to the title, which is assumed to be good. The legal description, if any furnished, is assumed to be correct. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear under responsible ownership and competent management.

A personal inspection of the property has been made and areas and dimensions of the property were physically measured and confirmed with municipal sources. Maps or sketches included in this report, if any, are to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility for its accuracy.

CONTINGENT AND LIMITING CONDITIONS (CONT.)

An analysis of local conditions and all relevant data has been made. Verification of factual matters contained in this report has been made to the extent deemed practicable. The appraisers certify that to the best of their knowledge and belief, such factual matters are true and correct and that no important factors affecting the value of this property were knowingly overlooked or withheld. Market data has been taken from sources deemed to be reliable, but which could not be verified in all cases. The resulting estimate of market value is predicated on the financial structure prevailing as of the date of value.

The appraisal report sets forth all limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analysis, opinions and conclusions contained herein.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraiser shall not be required to give testimony or appear in court by reason of this appraisal, unless a specific agreement for these services is otherwise arranged.

All major improvements on the land under appraisal appear to be structurally sound, unless otherwise noted in the body of this report. However, the appraisers are not engineers and have not been instructed to secure a qualified engineer's certification to structural soundness of said improvements or functional utility of major appliances or mechanical units. Therefore, no legal responsibility is hereby accepted for structural or mechanical failures which would not be obvious in the scope of the appraiser's normal inspection of the improvements or be obvious to a prudent purchaser.

McNerney & Associates, Inc.

CONTINGENT AND LIMITING CONDITIONS (CONT.)

The appraisers assume no responsibility for site, soil or subsurface conditions that are not readily evident upon a visual inspection of the property. It is further assumed that the land is environmentally sound.

The appraisal report has been made in conformity with the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Those who meet the minimum standards of this program, are awarded periodic educational certification. Robert McNerney, MAI, SRA, CRE is certified under these respective programs through December, 2016.

OWNER OF RECORD

The ownership of the subject property is as follows:

Borough of Dumont
50 Washington Avenue
Dumont, NJ 07628

There have been no transactions of the subject property within three years of the valuation date, nor was the subject listed for sale relative to the valuation date.

TAX IDENTIFICATION AND ASSESSMENTS

The subject property is identified on the official tax maps of the Borough of Dumont as:

Block 1215, Lot 12

Assessments, tax rates, and equalization ratios are as follows:

	2015
Land:	\$1,288,000
Improvements:	\$1,489,000
Total:	\$2,777,000
Tax Rate:	\$3.364/\$100
Equalization Ratio:	92.84%

REGIONAL ANALYSIS

The subject property is located within the Borough of Dumont, Bergen County, New Jersey. Bergen County is situated in the northeast corner of the state and is bounded by Rockland County, New York to the north; the Hudson River to the east; Hudson and Essex Counties to the south and Passaic County to the west. The New York City Boroughs of Bronx and Manhattan and the City of Yonkers, New York are located along the easterly shore of the Hudson River, opposite Bergen County. The county is geographically part of the New York metropolitan area which generally includes those communities falling within the 50 mile radius of New York City.

Bergen County covers an area of 234 square miles and had a population as of the 2010 National Census of 905,116 persons or an increase of 2.4 percent since the last Census. The increase is typical of northeast regional trends and is a result of an overall increase in population levels as well as a slight shift in the population from the cities into the more suburban areas. The development and growth of Bergen County has been heavily influenced by its proximity to New York City, the financial and cultural center of the country which lies some two miles east of Fort Lee via the George Washington Bridge. The automobile is the primary mode of transportation within the county and New York City can be reached from most points within the county in driving times ranging from ten to forty minutes.

Bergen County has a highly diversified economic base and the major employment groupings within the County are manufacturing, wholesale and retail trade, services and finance. The balance of employment consists of agricultural, construction, transportation, utilities and government. The most recent data available on employment from the Bergen County Planning Board, which are noted below, show the following distribution of employment within Bergen County.

REGIONAL ANALYSIS (CONT.)

BERGEN COUNTY ESTIMATED AND PROJECTED EMPLOYMENT BY MAJOR INDUSTRY GROUP, 2010-2020							
Industry Title	2010		2020		Change 2010-2020		
	Number	Percent	Number	Percent	Number	Total	Annual
Total Nonfarm Employment	444,600	100.0	480,100	100.0	35,500	8.0	0.8
Healthcare and Social Services	70,200	15.8	86,350	18.0	16,150	23.0	2.1
Professional, Scientific and Technical Services	32,000	7.2	36,950	7.7	4,950	15.5	1.5
Construction	14,450	3.3	18,260	3.8	3,800	26.2	2.4
Wholesale Trade	39,200	8.8	42,850	8.9	3,650	9.3	0.9
Retail Trade	51,900	11.7	54,950	11.4	3,050	5.9	0.6
Accommodation and Food Services	31,400	7.1	34,100	7.1	2,700	8.5	0.8
Administrative and Waste Services	23,550	5.3	25,700	5.4	2,150	9.0	0.9
Finance and Insurance	16,300	3.7	18,200	3.8	1,900	11.5	1.1
Other Services	17,700	4.0	19,150	4.0	1,450	8.4	0.8
Management of Companies and Enterprises	17,650	4.0	19,050	4.0	1,400	7.9	0.8
Transportation and Warehousing	12,400	2.8	13,600	2.8	1,200	9.4	0.9
Educational Services	9,950	2.2	11,050	2.3	1,100	10.8	1.0
Real Estate and Rental and Leasing	8,050	1.8	8,900	1.9	850	11.0	1.0
Utilities	1,300	0.3	1,400	0.3	100	6.1	0.6
Natural Resources and Mining	50	0.0	50	0.0	0	20.6	1.9
Arts, Entertainment and Recreation	6,150	1.4	6,150	1.3	0	0.7	0.1
Information	8,850	2.0	8,400	1.7	-450	-5.3	-0.5
Government	49,800	11.2	47,350	9.9	-2,450	-4.9	-0.5
Manufacturing	33,650	7.6	27,700	5.8	-5,950	-17.8	-1.9

Note: Total nonfarm employment excludes self-employed and unpaid family workers
Percent Changes are based on unrounded data
Source: NJLWD, Industry and Occupational Projections

As can be seen by the above chart, the largest employment sectors are manufacturing, wholesale and retail trade and services. An inspection of the most recent Bergen County Land Use map prepared by the Bergen County Planning Board shows the highest concentration industrial zoning remains in the southeast portion of the county. The heaviest concentration lies south of Interstate Route 80 and north of State Route 3 and is bounded by the New Jersey Turnpike (Interstate Route 95) to the east and State Route 17 to the west. Commercial office and retail zoning is focused along Routes 3, 4, 17 and 46. These highways are the county's major access Routes and most transportation corridors to New York City.

REGIONAL ANALYSIS (CONT.)

Major road systems in Bergen County include; the north/south routes of U.S. Route 9W, State Route 17, the Garden State Parkway and the New Jersey Turnpike, and the east/west routes of State Routes 3 and 4, U.S. Route 46, and Interstate Highway 80. All of these highways provide for both automobile and truck traffic with the exception of the Garden State Parkway which prohibits all commercial vehicles. In addition to these major routes, Bergen County has an extensive county road network facilitating traffic within the county as well as linking Bergen County to the surrounding metropolitan region. Approximately 17% of the Bergen County workforce is employed in the New York City Boroughs and because of this highways and mass transit systems are considered important factors in the regional economy. Public transportation includes three commuter rail lines operated by New Jersey Transit, and bus service provided along most of the county roads and state highways into mid-town Manhattan.

Transportation and receiving of manufactured goods is facilitated by these highly developed road systems previously mentioned along with three freight lines provided by two separate railroads. Teterboro Airport is a major passenger and air shipping facility located in the southeast portion of the county along the Carlstadt/Teterboro Municipal border. This facility handles the largest number of corporate and private planes in the east. Newark International Airport is located approximately 25 miles south of Bergen County and is one of the New York Metropolitan area's three major airports. Bergen County is comprised of 70 municipalities with the City of Hackensack serving as the County Seat of Government. The county government consists of a seven member Board of Chosen Freeholders who are elected at large for three year terms. The freeholders set policy, prepare the county budget and oversee county government services. Municipal governments consist of a Mayor and Council and real property assessments and taxation are conducted at the municipal level.

REGIONAL ANALYSIS (CONT.)

The overall character of the county is devoted to residential uses and is made up of predominantly single family detached dwelling units. The remainder of the county is devoted to office, industrial, retail uses and public areas, streets, utilities and water areas. At present only about 10% of the county is undeveloped. Much of the county's growth has taken place over the last decade. As the industrial and commercial sectors expanded so did the residential segment in order to meet the increased housing demand. The resulting decrease in land inventories gave way to a steady increase in real estate values throughout the county, especially over the past decade. Primary retail and office development within Bergen County is concentrated along State Routes 3, 4 and 17, although, as land inventories are depleted, feeder roads into these main arteries have developed into secondary office locations including the communities of Montvale, Ramsey and Mahwah.

The Borough of Paramus located in the geographical center of the county is Bergen's retail core. Paramus has four regional malls along Routes 4 and 17 within a five mile radius of each other. A fifth regional mall is located along Route 4 in Hackensack.

The bulk of Bergen County's industrial development is located in the southeast region, primarily in the Hackensack Meadowlands District. This area is in close proximity to the New Jersey Turnpike, Interstate Highway 80, and the Hudson River shipping facilities. The Hackensack Meadowlands District has been until recently one of the major growth and development areas of the county.

REGIONAL ANALYSIS (CONT.)

As the county's commercial and industrial segments have expanded so has Bergen County's economic base which enabled the county to weather the recessionary economy experienced in the late 1980's and early 1990's. The growth has been concentrated in the southeast region of the county, however, commercial development particularly has been steadily progressing northward due to the available land inventories in that part of the county. Industrial expansion is expected to remain in the southeast area due to the availability of a large workforce and proximity to transportation systems.

In summary, the Bergen County area has benefitted from its proximity to New York City which has fostered a well-established and highly diversified economic base.

BOROUGH DATA

The Borough of Dumont is located in eastern Bergen County, bordering Haworth to the north, Bergenfield to the south, Cresskill to the east and New Milford to the west. It consists of 1.98 square miles of land area with an estimated population of 17,479 and a density of 8,827:1 individuals per square mile. The population, like other Bergen County communities, has remained quite consistent with the 2000 estimate being 17,503.

Residential properties account for approximately 94% of real property values, commercial properties represent approximately 5% and industrial properties account for approximately 1% of real property values in the municipality. The total number of vacant parcels reflect slightly more than 1% of the total in the Borough.

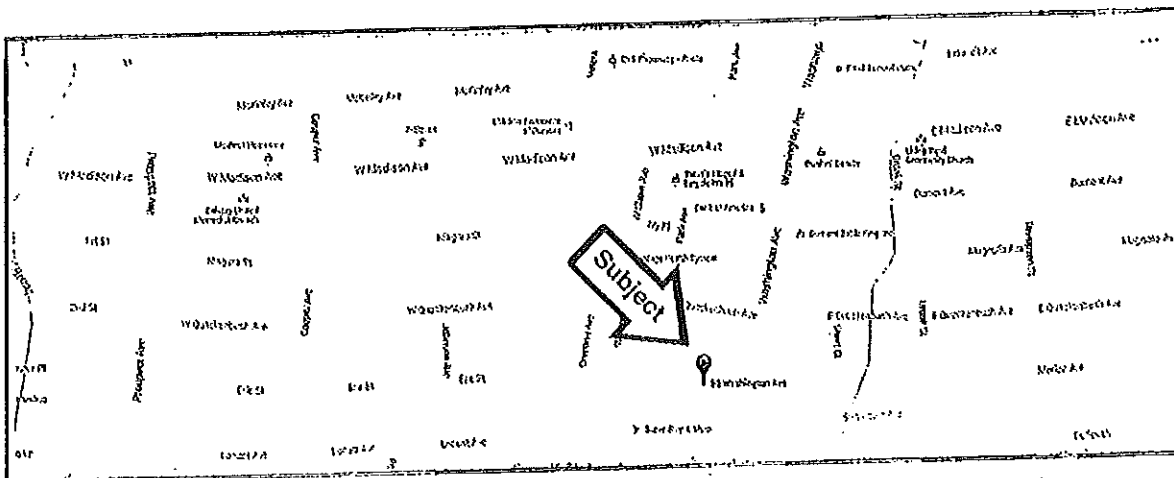
BOROUGH DATA (CONT.)

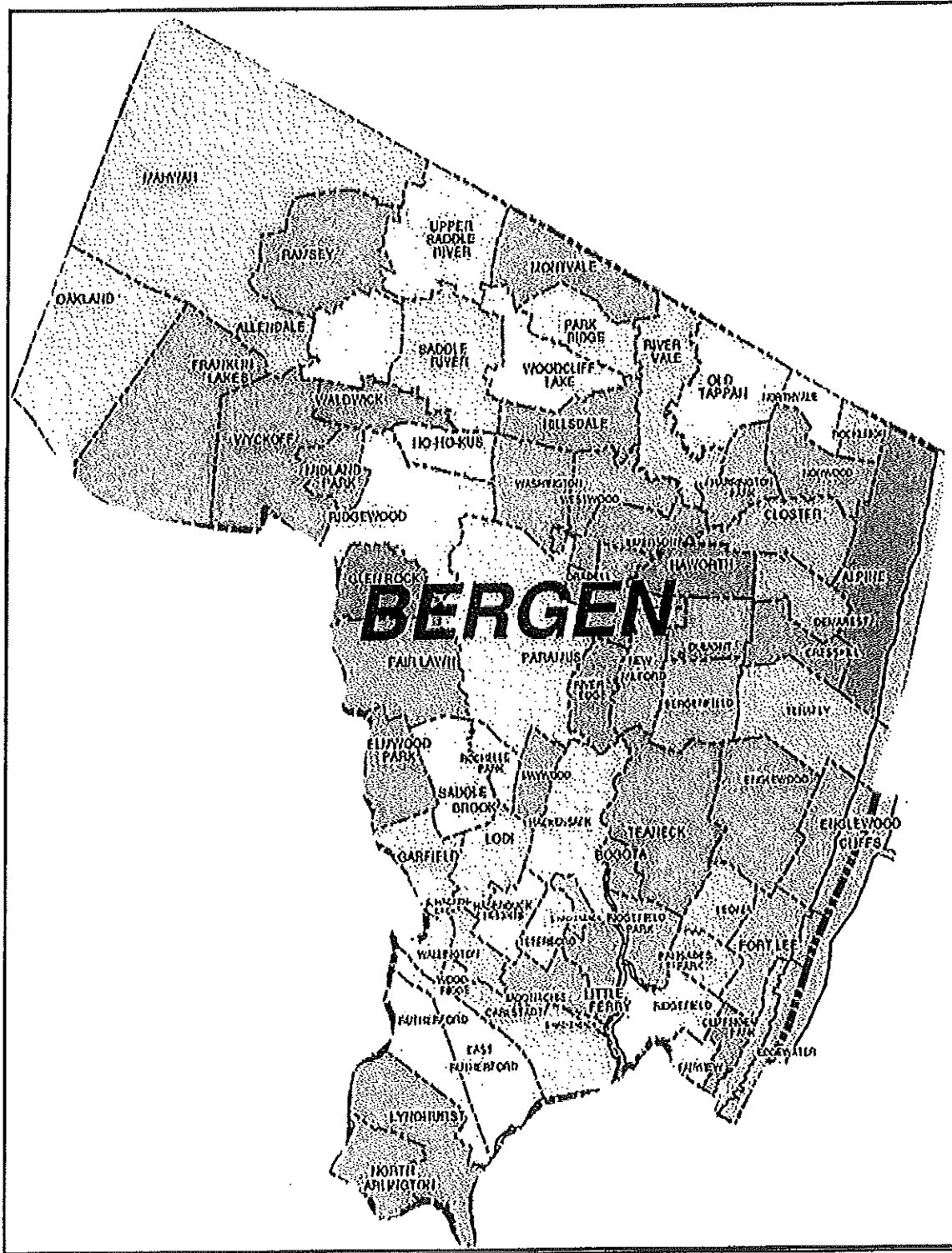
The major local thoroughfares include 50 Washington Avenue, which contains a variety of commercial land uses, including small retail uses, restaurants, service stations, restaurants, municipal uses, banks, automobile dealerships and small office buildings. Madison Avenue also contains several retail stores, restaurants, banks and single and multi-residential dwellings.

50 Washington Avenue runs in a north/south direction and provides access to Haworth and Bergenfield, whereas Madison Avenue is an east/west artery connecting the Borough of Dumont to the east and New Milford to the west. The main commercial section of the Borough is situated in its southwesterly corner.

Dumont is conveniently located at the hub of many of Bergen County's major highways. Route 4 is accessible within 5 miles along 50 Washington Avenue/Teaneck Road and provides access to the George Washington Bridge, at which point Routes 95, 46, 9W, 80 and the Palisades Interstate Parkway.

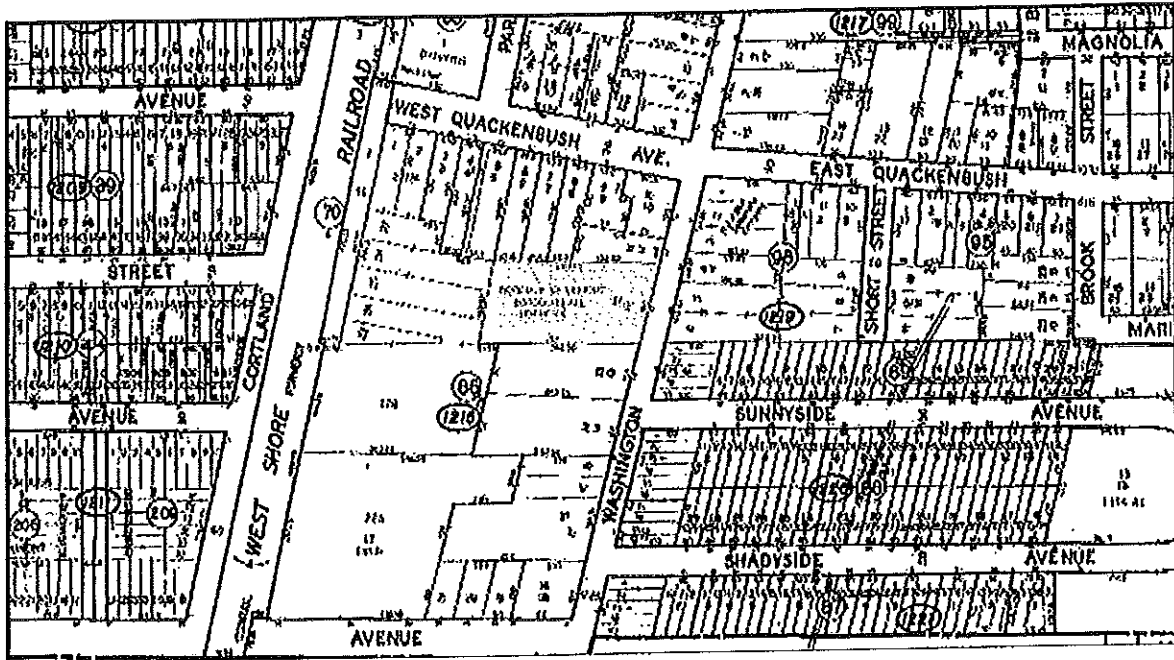
In summation, the Borough of Dumont offers many amenities; all of which prosper the Borough's excellent location being in such close proximity to many major thoroughfares.



County of Bergen

SITE DESCRIPTION

<u>Location:</u>	The subject property is an interior lot located on the west side of Washington Avenue within the Borough of Dumont, Bergen County, New Jersey.
<u>Tax ID:</u>	Block 1215, Lot 12
<u>Lot Size:</u>	0.99± Acres
<u>Shape:</u>	Generally rectangular
<u>Dimensions & Frontage:</u>	See official tax map on following page.
<u>Access:</u>	Access to the site provided via sidewalk and two curb cuts along the west side of Washington Avenue.
<u>Topography:</u>	The site is generally level and at street grade.
<u>Soil Conditions:</u>	No soil report has been provided or reviewed of the subject parcel. However, it is assumed the soil is of sufficient load bearing capacity to support the existing building. No evidence to the contrary was observed upon our physical inspection of the subject property. Drainage of the tract appears to be adequate.
<u>Land Use Restrictions:</u>	Although an authoritative report of title was not provided or reviewed, there do not appear to be any negative easements which would affect the future marketability of the subject property.
<u>Utilities:</u>	The subject site is improved with all available public and private utilities including gas, electric, water, sewer and telephone.
<u>Flood Hazard:</u>	According to the National Flood Insurance Program rate map, Community Panel #34003C0203G, effective date September 30, 2005, the subject property is not located in a designated flood hazard area.
<u>Comments:</u>	The subject is atypical of the area with the neighborhood being commercial in nature.

TAX MAPFLOOD MAP

DESCRIPTION OF IMPROVEMENTS

The subject property consists of a 0.99± acre site improved with a two and a half story municipal building. The building was originally constructed in 1918± and is considered to be in poor condition as of the date of value. The structure contains 20,508± square feet as well as a full, finished basement.

ZONING

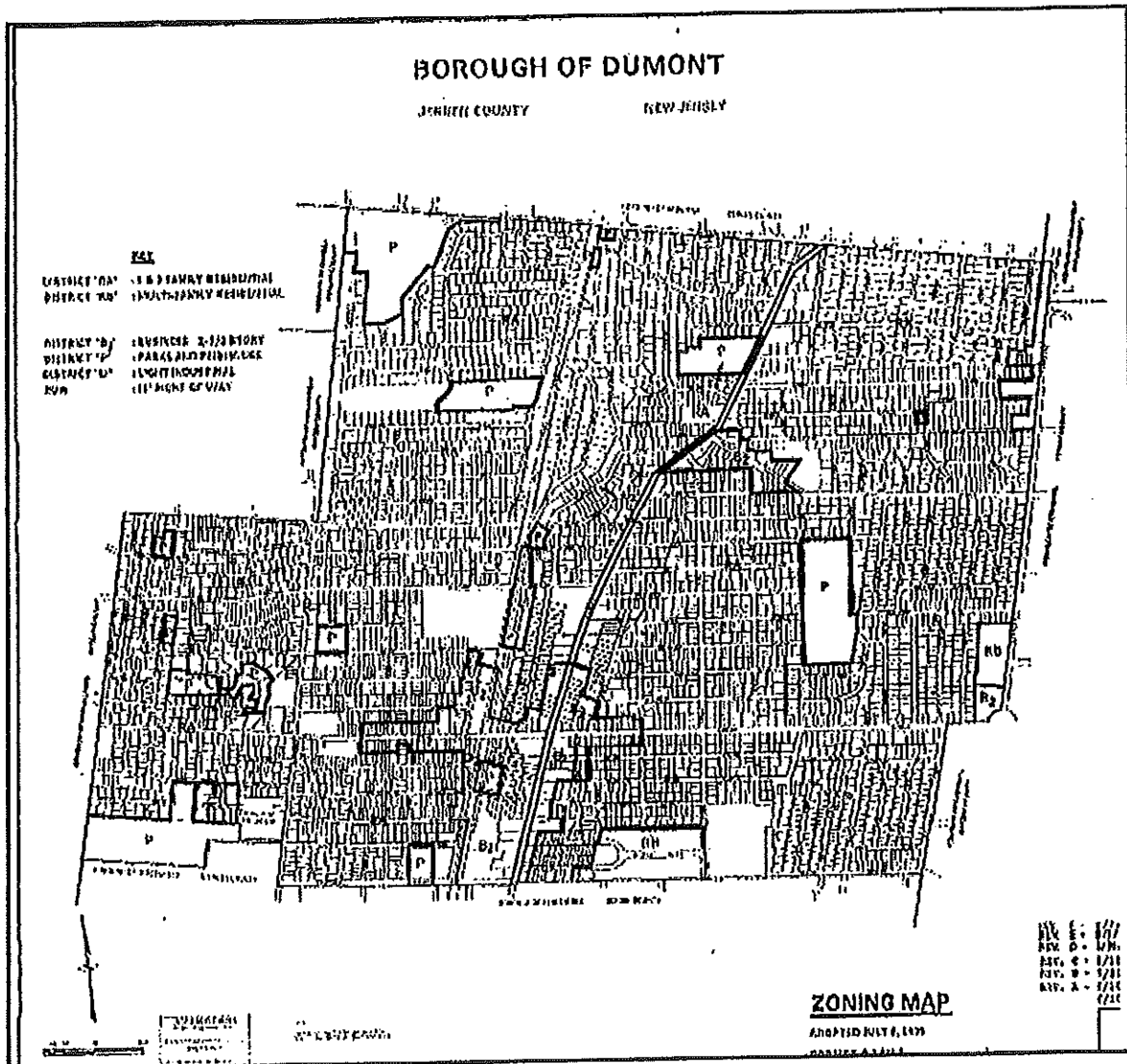
The subject property is located within the B2, Business 2-1/2 Story District of the Borough of Dumont. Permitted uses include 1) retail sale of goods and services; 2) banks; 3) business, professional, and governmental offices; 4) funeral parlors; 5) restaurants; 6) shopping centers; and 7) multifamily dwellings when commercial use is on the 1st floor.

The bulk requirements for this zone are as follows:

Area	RA			
	1-Family Dwelling	2-Family Dwelling	B2	1.1
Lot area (minimum square feet)	7,500	15,000	—	—
Lot width (minimum feet)	80	120	—	—
Lot depth (minimum feet)	100	100	—	—
Lot frontage (minimum feet)	75	150	—	—
Front yard setback (minimum feet)	25	25	—	—
Side yard setback (minimum feet)	6'	15'	— ¹	—
Rear yard setback (minimum feet)	25	25	—	—
Lot coverage (maximum percent)	30	30	70	60
Green area (minimum percent)	50	50	—	—
Height (maximum feet)	28	28	28	30
Sidewalk area (minimum feet)	—	—	10	—

ZONING (CONT.)

Based upon the foregoing, the subject improvements appear to be a conforming use of this site.

BOROUGH OF DUMONT ZONING MAP

HIGHEST AND BEST USE

Real estate is valued in terms of its Highest and Best Use. The highest and best use of the land (or site) if vacant and available for use may be different from the highest and best use of the improved property. The existing use will continue, however, until the land value in its highest and best use exceeds the total value of the property in existing use.

Highest and Best Use is defined as "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity."¹

A second corresponding definition is follows:

"...that the determination of highest and best use results from the appraisers' judgment and analytical skill - that is, that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be alternative use. In the context of investment value, an alternative term would be "most profitable use."

In arriving at the highest and best use of the subject property, it was necessary to carefully examine the area in which the property is located and the actions of the market, past, present and future.

In order for the subject site to fulfill its Highest and Best Use, that use must meet our criteria: it must be: (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. For instance, it makes no difference that a use is financially feasible if it is physically impossible or not legally permitted. In the following section, the subject property will be evaluated according to the four test criteria.

¹ (The Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition, Chicago, Illinois, c. 2010, p. 93)

HIGHEST AND BEST USE (CONT.)

As Vacant

***Physically Possible:** The size, shape, location, utility, availability, and terrain impose physical restraints upon the type of uses possible of the subject property. Any use incompatible with the utility, capacity or constraints imposed by the size, shape, or terrain would not be considered physically possible.

In this case, the subject site is made up of a generally rectangular shaped parcel containing 0.99± acres which has no adverse physical characteristics which would place constraints on development of any kind.

***Legally Permissible:** The zoning of a property usually dictates what the legal potential of a vacant site is. The subject property is within the B2 -- Business 2-1/2 Story Zone which permits a variety of commercial and public uses without a minimum lot size requirement. Therefore, the subject meets the all of the criteria outlined in the current Zoning Ordinance.

***Financially Feasible:** Any use of the subject site which provides a financial return to the land in excess of the cost of the land limits those uses which are financially feasible. The cost of the land limits those uses which are financially feasible for the site.

***Maximally Productive:** After analyzing the first three tests of highest and best use, we have determined that the most productive use of this site would be its commercial development in accordance with zoning.

Thus, it is our opinion that the Highest and Best Use of the site as vacant is for commercial development.

McNerney & Associates, Inc.

HIGHEST AND BEST USE (CONT.)**As Improved**

***Physically Possible:** The size, shape, location, utility, availability, and terrain impose physical restraints upon the type of uses possible of the subject property. Any use compatible with the utility, capacity or constraints imposed by the size, shape, or terrain would not be considered physically possible. In this case, the subject has been improved with the current use for some time which indicates that it is physically possible for the site to accommodate such a use.

***Legally Permissible:** As was discussed under the highest and best use analysis of this site as vacant, the current zoning calls for the development of property within this zone with commercial uses. The subject lot meets all of the minimum criteria set forth by the Borough of Dumont for commercial and development and is deemed to be developed with a conforming use of the land.

***Financially Feasible:** Any use of the subject site which provides a financial return to the land in excess of the cost of the land limits those uses which are financially feasible. The cost of the land limits those uses which are financially feasible for the site.

The subject property is improved with a municipal building which is in overall poor condition for its age. Due to the condition of the subject property and the potential for health hazards that could come along with its occupancy it has become apparent that the most financially feasible use of this property is to demolish the current improvements in favor of commercial development.

HIGHEST AND BEST USE (CONT.)

***Maximally Productive:** After analyzing the first three tests of highest and best use, it has become apparent that the most maximally productive use of this site is for demolition of the current improvements to make way for future development according to zone.

Highest and Best Use Conclusion

It has been determined that the highest and best use of this site is for demolition of the current improvements to make way for commercial development.

APPRAISAL PROCESS

An appraisal is an estimate of value. In order to arrive at this estimate, the appraiser follows an orderly procedure by which the appraisal problem is defined; the work necessary to solve the problem is planned; and the data involved is acquired, classified, analyzed, interpreted, and translated into an estimate of value. This entire procedure is referred to as the appraisal process.

In determining the value estimate of a parcel of real estate, the appraisers consider three separate but interrelated approaches to value. These are the Cost, Income, and Sales Comparison Approaches.

In the Cost Approach, the appraiser estimates either the reproduction cost-new or the replacement cost-new of the improvements and then the accrued depreciation (physical deterioration, functional, and economic obsolescence) is deducted to arrive at a depreciated cost of the improvement. This is added to the land value which is typically derived through the analysis of comparable sales data.

APPRAISAL PROCESS (CONT.)

The Sales Comparison Approach is primarily a comparative method whereby the appraiser extracts data from the market regarding similar properties that have sold. These properties or comparables are then adjusted to the subject and a final interpretation is made in order to arrive at a value for the subject. Since the Sales Comparison Approach is based upon the reaction of informed buyers and sellers, it is this methodology that is used to ascertain some of the various components in both the Cost and Income Approaches.

In the Income Approach, the appraiser first determines the gross potential income for the property from which are deducted allowances for vacancy and credit losses as well as operating expenses in order to arrive at a net income. This net income is then converted into value through a process known as capitalization.

All three approaches have been considered, however the Sales Comparison have been deemed the most applicable.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the premise that the informed prudent and rational purchaser (investor or user) applying the principle of substitution will pay no more for a property than the cost to him of acquiring a similar competitive property with the same utility as of the valuation date. The approach is predicated upon the assumption that there is in fact an active market for the type of property being appraised; and that the data on recent sales prices of similar competitive properties in the same market, representing bona fide arm's length transactions, are an appropriate guide to the market value of the subject property.

SALES COMPARISON APPROACH

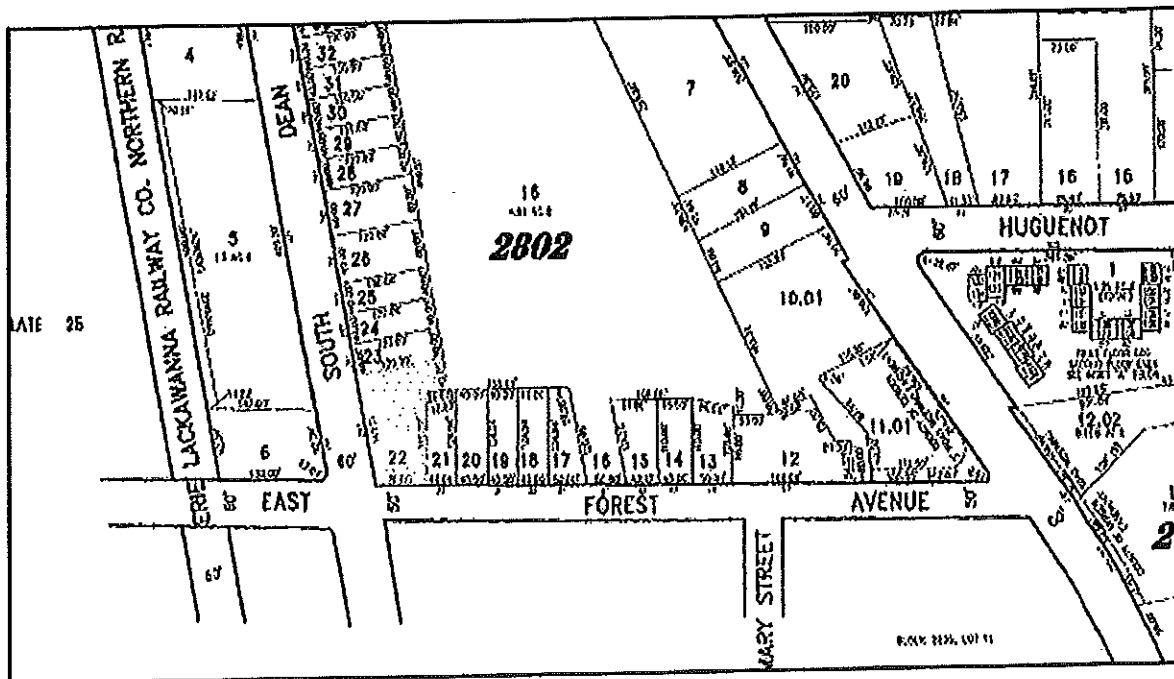
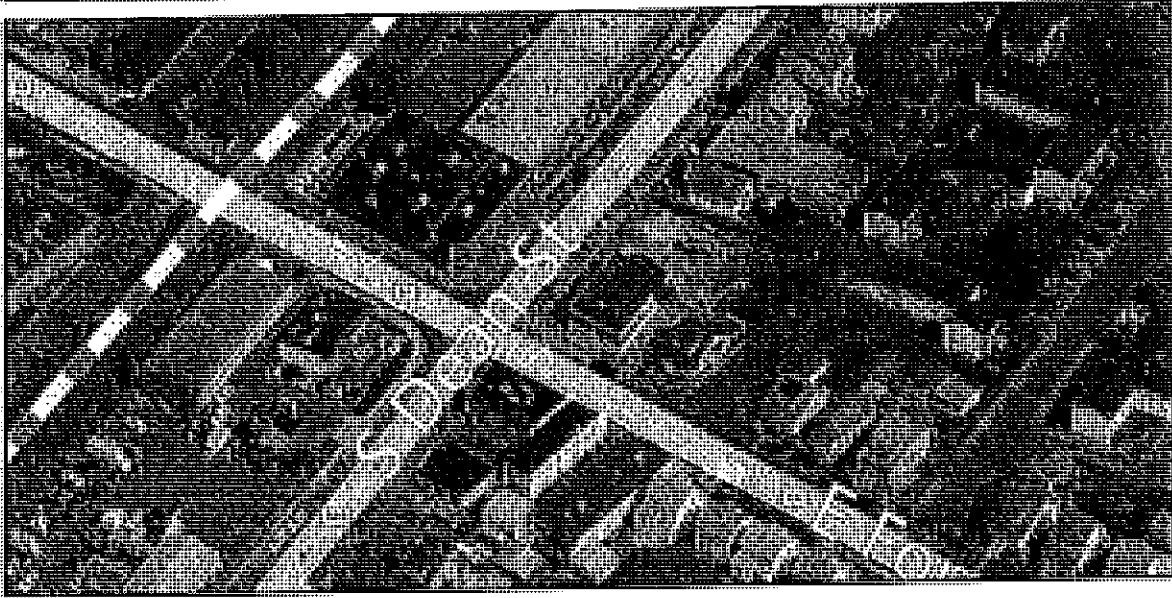
Application of the Sales Comparison Approach requires the comparing and rating of other comparable properties to the property being appraised. This is to develop indications of what they would have sold if they had possessed all of the basic and pertinent physical and economic characteristics of the subject property. Indications of such adjusted sales prices are developed for several comparable sales. These indications hopefully fall into a pattern which provides an indication of the market value of the subject property as of the date of the appraisal.

Under the Sales Comparison Approach, we have researched the market and have ascertained sales of similar properties which have recently sold in the subject's market area relative to the effective date of this report. These sales were analyzed based upon differences between them and the subject property in order to reflect a value of the subject property.

COMPARABLE LAND SALES SUMMARY

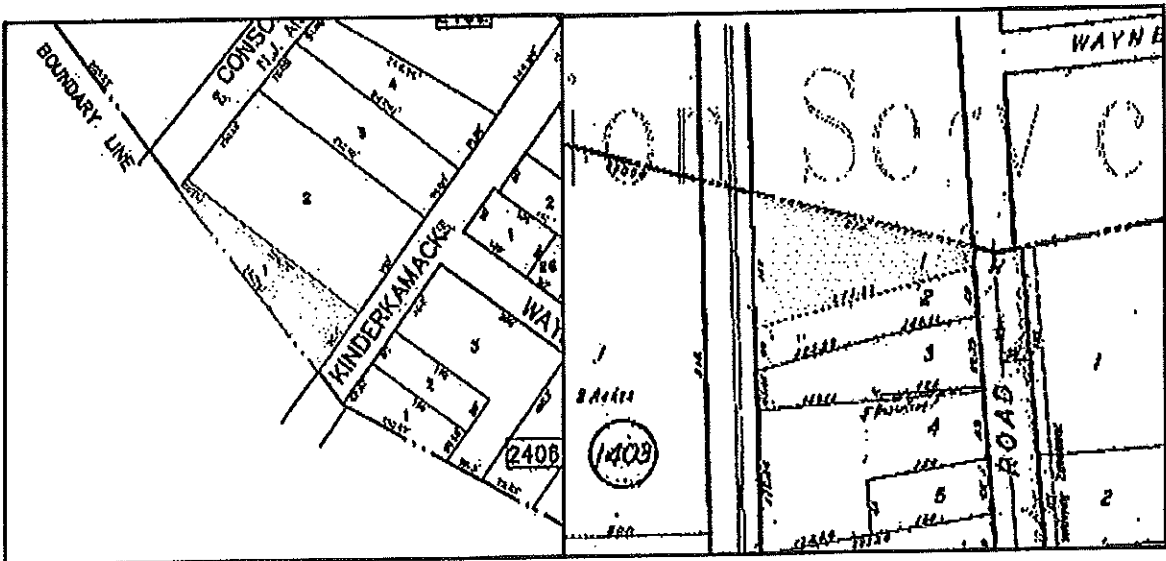
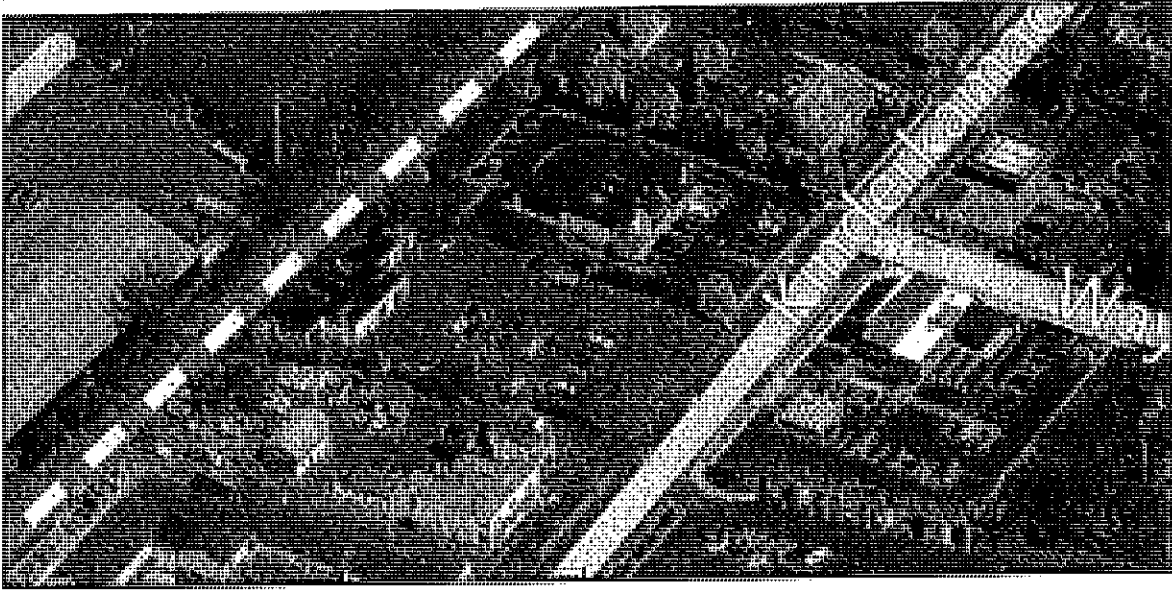
#	LOCATION	GRANTOR / GRANTEE	BOOK / PAGE	SALE DATE	EFFECTIVE SALE PRICE	LOT SIZE (AC)	ANALYSIS (PRICE PER AC)	DESCRIPTION	TIME	LOCATION	LAND SIZE	APPROVALS	TOTAL	ADJ. PRICE PER AC
1	Block 2802 Lot 22 267 South Dean Street Englewood, NJ Bergen County	267 So Dean St Assoc LLC / Zanopoulos Holdings LLC	1341 / 1873	3/6/2013	\$700,000	0.34	\$2,058,800	Irregular shaped, corner lot with frontage on South Dean Street and East Forest Avenue. The lot is level, at street grade, and serviced by all utilities. Zoned L1, Light Industrial this lot is non-conforming. The site was vacant at the time of sale.	0%	0%	-20%	-15%	-35%	\$1,338,220
2	Block 1405 Lot 1 Kinderkamack Road Park Ridge, NJ & Block 2402 Lot 1 37 South Kinderkamack Road Montvale, NJ Bergen County	Jungle Habitat Properties LLC / Kinderkamack Realty LLC	1776 / 1290	9/11/2014	\$950,000	0.85	\$1,117,600	Generally rectangular, interior lot with frontage on Kinderkamack Road. The lot is level, at street grade, and serviced by all utilities. This parcel stretches over two municipalities; Montvale and Park Ridge. Zoned B-1, Business in Montvale and Bus-1, Business in Park Ridge this lot is conforming. The site was vacant at the time of sale.	0%	0%	0%	-15%	-15%	\$ 950,130
3	Block 1608 Lot 14 22 Kinderkamack Road Westwood, NJ Bergen County	Arturian, Amaveni & Seta / Boyle Family Real Estate Inc	1673 / 570	5/15/2014	\$675,000 (adj to \$685,000 for demo)	0.41	\$1,670,700	Generally rectangular, corner lot with frontage on Kinderkamack Road and Lester Avenue. The lot is level, at street grade, and serviced by all utilities. Zoned L3, Limited Business this lot is conforming and developable. The site was improved with a retail building at the time of sale.	0%	0%	-15%	-15%	-30%	\$1,169,512
4	Block 71 Lot 30.03 71 Contant Avenue Lodi, NJ Bergen County	Dorothy, Dennis J. / Safe Medical Services LLC	1829 / 528	9/15/2014	\$1,250,000	1.45	\$862,100	Irregular shaped, interior lot with frontage on Contant Avenue. The lot is level, at street grade, and serviced by all utilities. Zoned C-PD, Planned Commercial Development this lot is conforming and developable. The site was vacant at the time of sale.	0%	0%	10%	-15%	-5%	\$ 818,995
							Avg							\$1,069,214

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COMPARABLE SALE #1**(267 South Dean Street, Englewood)**

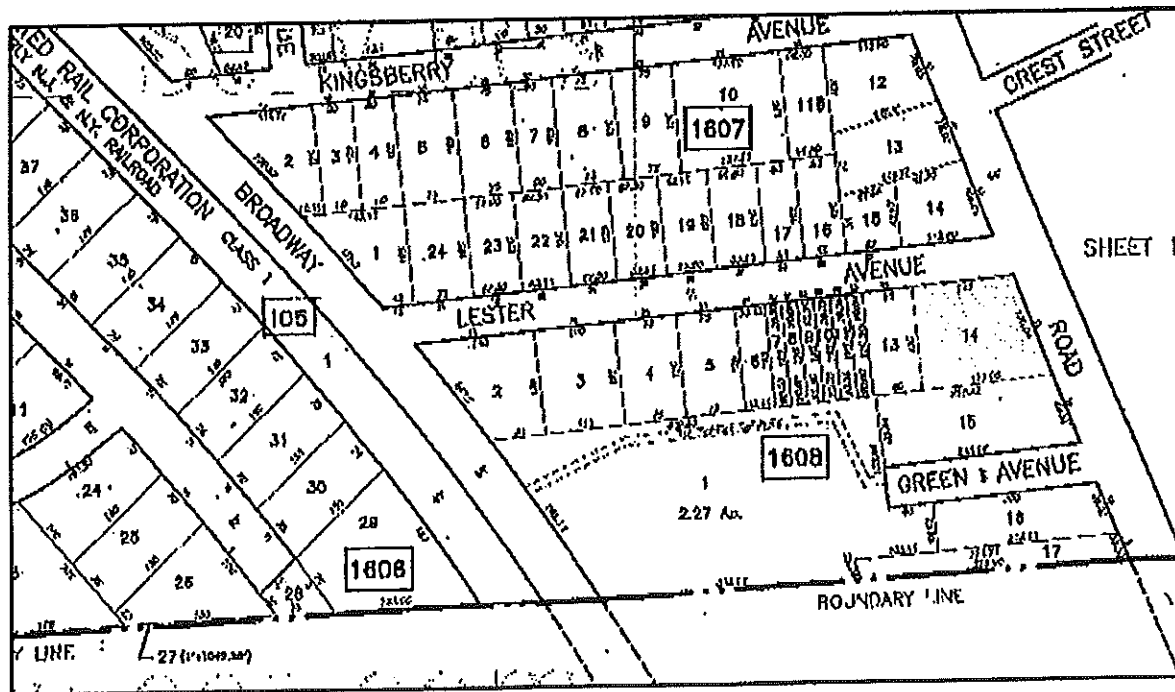
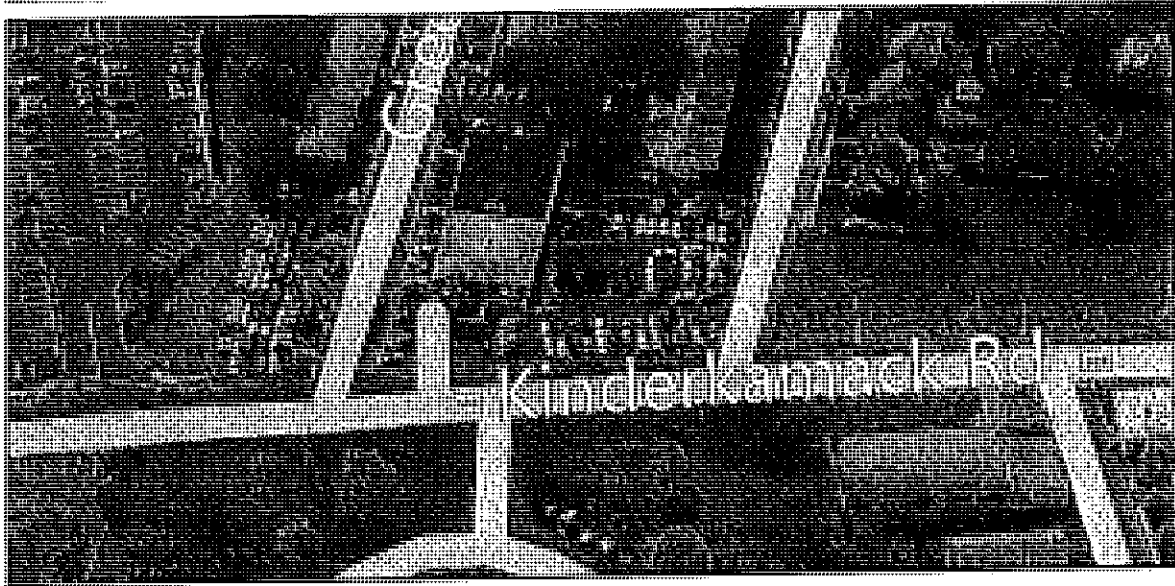
COMPARABLE SALE #2

(37 South Kinderkamack Road, Park Ridge & Montvale)



COMPARABLE SALE #3

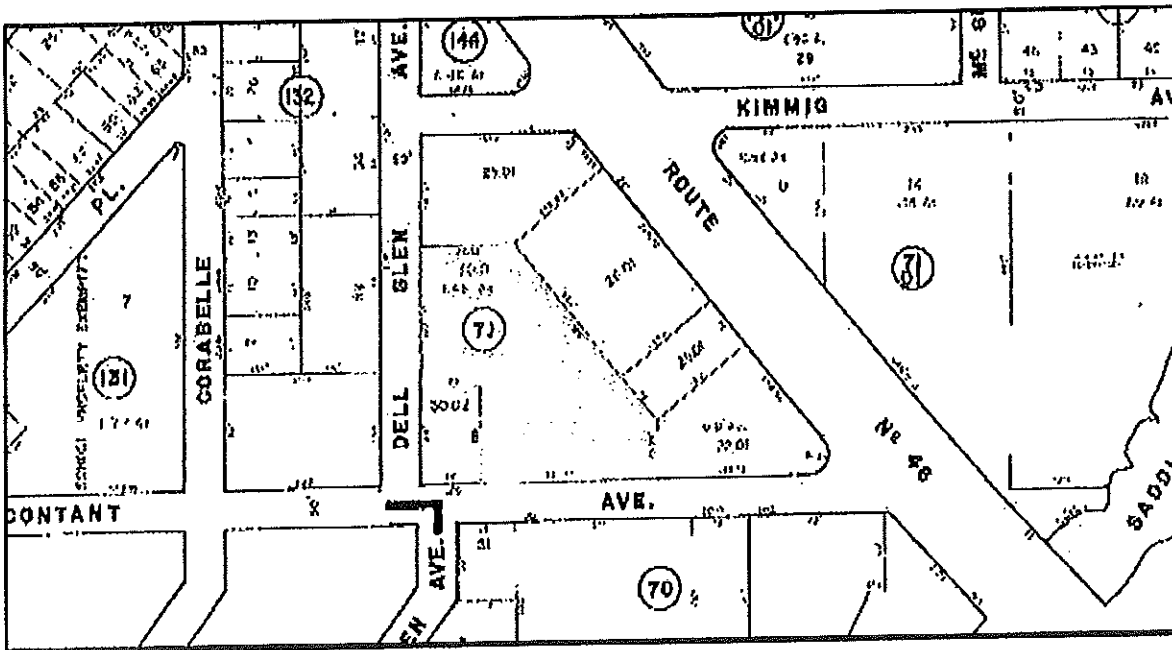
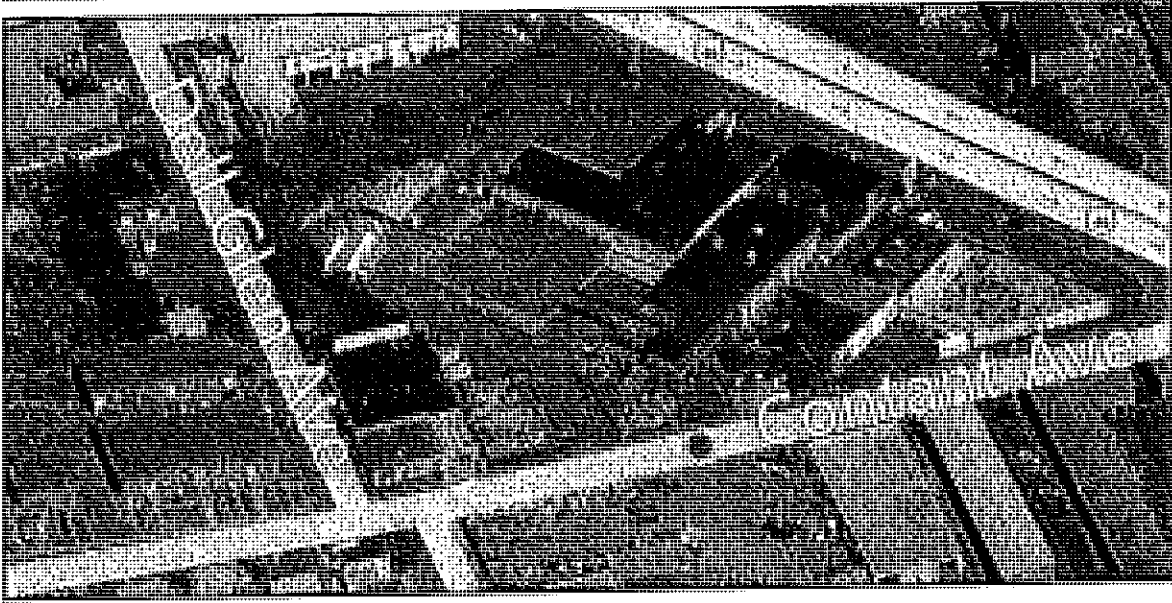
(22 Kinderkamack Road, Westwood)



McNerney & Associates, Inc.

COMPARABLE SALE #4

(71 Contant Avenue, Lodi)



SALES COMPARISON APPROACH (CONT.)

In searching for comparables, the sales listed are deemed to be most similar to the subject.

The subject property consists of a 0.99± acre site improved with a two and a half story municipal building. The building was originally constructed in 1918± and is considered to be in poor condition as of the date of value. Thus, the highest and best use of the property is as vacant land. The site is generally level, at street grade, and serviced by all utilities. All of these characteristics were emphasized during our research and analysis of the comparable land sales.

Adjustments have been considered for time, location, size and approvals. These adjustments are considered to be consistent with that which is demonstrated in the market.

Based upon the foregoing analysis, we have concluded the following value indications via the Sales Comparison Approach:

INDICATED VALUE VIA SALES COMPARISON APPROACH – AUGUST 18, 2015		
Indicated Land Value	0.99± Acres @ \$1,050,000 Per Acre	\$1,039,500
Cost of Demolition	\$7.50 per Square Foot of Building Area x 20,508 SF	\$153,810
\$1,039,500 Land Value Minus Demolition Costs of \$153,810 = \$885,690 or Rounded		\$ 885,000

ADDENDA

McNerney & Associates, Inc.

1

**PROFESSIONAL QUALIFICATIONS
ROBERT MCNERNEY
MAI, SRA, CRE**

BUSINESS ADDRESS:

MCNERNEY & ASSOCIATES, INC.
266 Harristown Road
P.O. Box 67
Glen Rock, New Jersey 07452-0067
Phone: (201) 670-8558

EXPERIENCE:

Active in the appraisal of real property and related real estate activities since 1977. Appraisal experience covers commercial, industrial, residential and special purpose properties. Emphasis has been on ad valorem appraisals as well as fair market valuations.

Have been qualified as an expert in the field of real estate in both State and Federal Courts and have appeared as an Expert Witness in Bankruptcy and Condemnation Proceedings, Tax Appeals, Zoning Cases, etc.

Licensed Real Estate Broker - States of New Jersey and New York

Licensed Appraiser - States of New Jersey and New York

APPRAISAL RELATED EDUCATION:

A.A.S. Degree, Real Estate, Bergen Community College, Paramus, New Jersey.
Graduate - New York University, Real Estate Institute, New York, New York.

AFFILIATIONS:

Member - The Appraisal Institute
Senior Residential Member - The Appraisal Institute
Past President of the Northeast New Jersey Chapter of the Appraisal Institute
Member - The Counsellors of Real Estate

McNerney & Associates, Inc.

**PROFESSIONAL QUALIFICATIONS
EDMUND BROWN
CTA**

BUSINESS ADDRESS:

MCNERNEY & ASSOCIATES, INC.
266 Harristown Road
P.O. Box 67
Glen Rock, New Jersey 07452-0067
Phone: (201) 670-8558

EXPERIENCE:

Active in the appraisal of real property and related real estate activities since 2003. Appraisal experience covers commercial, industrial, residential, vacant and special purpose properties. Emphasis has been on mass appraisal, ad valorem appraisals as well as fair market valuations.

Has been qualified as an expert in the field of real estate in the Bergen, Passaic, and Essex County Boards of Taxation

Certified Tax Assessor - State of New Jersey

Tax Assessor – Borough of Franklin Lakes (2014-Present)

Vice President – Bergen County Assessors Association

APPRAISAL RELATED EDUCATION:

- Appraisal Principals
- Appraisal Procedures
- National Uniform Standards of Professional Appraisal Practice (USPAP)
- Residential Report Writing and Case Studies
- Residential Appraiser Site Valuation and Cost Approach
- Residential Market Analysis and Highest & Best Use
- Residential Sales Comparison and Income Approaches
- Advanced Residential Applications and Case Study
- Statistics, Modeling, and Finance
- Appraisal Subject Matter Electives

McNerney & Associates, Inc.

REMEDICATION COSTS

SECTION 66 PAGE 11
December 2013

DEMOLITION

Costs presented are average costs of removal per square foot of total building floor area, except as noted, including loading and hauling, but not dump fees. It is also assumed that the materials have no salvage value. For individual unit costs, see prior page.

Costs for removal vary greatly depending on the size and complexity of the job and extent of contamination regarding hazardous materials. The following cost ranges are in some cases based on one or only a few removal projects and should be considered as very rough guides. Due to the number of variables involved, we would suggest that, whenever possible, survey, bid or contract costs be obtained.

BUILDING DEMOLITION

(Cost range per square foot)

Class A:	\$5.13 - \$7.54	Class D:	\$3.43 - \$ 5.20
Class B:	6.89 - 9.20	Class E:	3.10 - 5.13
Class C:	4.06 - 6.05	Guiding only:	7.12 - 22.25
Small residences, total cost (approximately 1,000 - 1,500 sq. ft. per foot):			
1-story: \$3,400 - \$8,100	2-story: \$4,600 - \$11,100	3-story: \$6,100 - \$13,400	

SEISMIC RETROFITTING

EARTHQUAKE (HURRICANE) REINFORCEMENT: Complete foundation anchorage retrofit for small (approximately 1,000- to 1,500-square-foot) raised-floor residences cost \$3,275 to \$6,450.

UNIT COSTS

Silt pile anchors (7' o.c.), each	\$ 41.50 - \$ 59.00
Rein joint anchoring (2' o.c.), each	31.00 - 48.00
Pier joint straps, each	27.25 - 63.00
Circle, shorewall sheathing, per sq. ft.	1.09 - 3.33
Truss/rafter ties, each	41.50 - 66.00
Beam anchors, each	50.00 - 100.00
masonry construction	245.00 - 595.00

MISCELLANEOUS

HOUSE LIFTING (elevated above flood plain): Cost \$8,300 - \$15,400 for raised floor to \$22,300 - \$36,000 for slab on grade residences. Add \$9,100 - \$19,300 for fill foundation. \$18,100 - \$29,900 for 1 1/2-story raised substructure.

HOUSE MOVING (excluding new foundations or utilities): Cost \$12,700 - \$23,100 for a one-story residence (approximately 1,000 to 2,000 square feet), and \$10,200 - \$17,200 for a two-story residence (ground floor area of 500 to 1,000 square feet) up to a 5-mile distance. For masonry structures, add 50%.

MASSACHUSETTS DEMOLITION SERVICE

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The data included in this page becomes obsolete after update delivery: scheduled for Dec. 2013.

12/2013

HAZARDOUS MATERIAL REMOVAL

RADON REMOVAL: Residential basement ventilation retrofit costs \$900 - \$1,500 for a passive exhaust pipe ventilation system plus \$305 - \$560 for active fan and alarm.

ASBESTOS REMOVAL:	LOW COST	AVERAGE	GOOD	HIGH COST
Full abatement	\$23.45	\$31.75	\$43.25	\$50.00
Spot removal	9.20	12.20	16.15	21.95
Encapsulation	1.09	2.19	2.88	3.72

LEAD REMOVAL:

Full abatement	\$9.00	\$12.05	\$16.15	\$20.95
Spot removal	8.45	9.00	11.00	14.10
Encapsulation	2.93	3.72	4.79	6.21

GRAFFITI REMOVAL:

	\$1.12	\$1.50	\$1.87	\$2.25
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SITE DECONTAMINATION: Biological soil remediation costs have averaged \$105 per cu. yd. for land treatment (mixed soil-conditioning farming), \$105 per cu. yd. for bioremediation vapor extraction (air stripping and soil treatment) to \$305 per cu. yd. for full bioreactor treatment (active slurry-wash remediation), with costs having varied plus or minus 50%.

GROUND WATER CLEANUP: Pump and treat remediation costs have averaged \$12 to \$17 per gallon treated per year while permeable reactive barrier treatment systems averaged \$50 to \$107 per gallon treated per year, with costs having varied plus or minus 50%.

STORMWATER MANAGEMENT

(Costs include trenching and baffle)

UNIT COSTS	Polyethylene chamber system, complete, per gallon	COST RANGE
Chamber only (70 - 425 gallon), each		\$1.19 - \$2.42
Pipe discharge system, 10", per linear foot		\$61.00 - \$270.00
12"		14.10 - 77.25
24"		16.35 - 19.70
36"		31.75 - 37.25
48"		56.00 - 61.00
Bioreactor detention system, cost per sq. ft.		90.00 - 95.00
Compost filter berm system, cost per linear foot		4.45 - 7.28
		2.09 - 5.02

McNerney & Associates, Inc.

EXH. K



**2016
BOROUGH OF DUMONT
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CORREA		✓		
DIPAULO	✓			
HAYES	✓			
MORRELL	✓			
RIQUELME	✓			
ZAMICHANSKY	✓			
MAYOR KELLY				
TOTALS	5	1		

Resolution No. 53 (REVISED)
Date: February 2, 2016
Page: 1 of 4
Subject: 50 Washington Avenue
Purpose: Designation as Area in Need of
Redevelopment
Dollar Amount: _____
Prepared By: Gregg Paster, Esq.

Offered by: Hayes
Seconded by: Morrell

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by: Susan Connelly

Susan Connelly, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH
OF DUMONT IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY,
DESIGNATING BLOCK 1215 LOT 12 COMMONLY KNOWN AS THE
"BOROUGH HALL PROPERTY" AS AN AREA IN NEED OF
REDEVELOPMENT**

WHEREAS, by Resolution dated February 17, 2015 and pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), the Borough Council of the Borough of Dumont directed the Planning Board of the Borough of Dumont to conduct a preliminary investigation and public hearing to determine whether all or part of the area ("the Study Area" or alternatively, the "Borough Hall Property"), known and designated on the Tax Map of the Borough of Dumont as Block 1215, Lot 12, located at 50

Washington Avenue within the municipality is an "area in need of redevelopment" pursuant to the criteria contained in N.J.S.A. 40A:12A-6; and

WHEREAS, as required by N.J.S.A. 40A:12A-6, the Planning Board held a public hearing on June 30, 2015, to determine whether the Study Area is an area in need of redevelopment in accordance with the Redevelopment Law and thereupon, duly adopted a resolution recommending that the Study Area be designated as an area in need of redevelopment, said resolution being incorporated by reference herein; and

WHEREAS, the firm of Maser Consulting, PA submitted a report to the Planning Board entitled "Redevelopment Study Area Determination of Need Block 1215 Lot 12 50 Washington Avenue, Borough of Dumont, NJ; and

WHEREAS, the Borough Council has considered the recommendation of the Planning Board and the Study; and

WHEREAS, the Borough Council has considered the presentation of Joseph J. Layton, senior principal of Maser Consulting, P.A., who prepared said Study.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Dumont, they being the Governing Body thereof, as follows:

1. That all of the recitals hereinabove set forth are incorporated by reference. That all of the exhibits and documents relevant hereto are herein incorporated.
2. More specifically, but not by way of limitation, the Mayor and Council find, consistent with the findings of the Planning Board, after having considered the report prepared by Maser and known as the "Redevelopment Study Area Determination of Need" dated May 29, 2015 (hereinafter, the "Report") with regard to the Property.
3. The Board considered the testimony of Darlene Green, a licensed Professional Planner in the State and a representative of Maser.
4. Ms. Green highlighted the contents of the Report and offered testimony that the Property consisted of a single 150' x 286' property that was formerly utilized as the Dumont Municipal Complex. The Property is in the B-2 Business Zone of the Borough and has become dilapidated and outdated. The structure on the Property was constructed in 1918 and was utilized as a public school until 1962 when it was transferred from the Board of Education to the Borough to be utilized for Borough purposes. The structure previously contained virtually all Borough Offices (including the Police Department) and over the years has deteriorated to the point where it is no longer safe and all municipal offices have relocated from the structure, which is now vacant.
5. The Property meets *Criterion "A"* as an "area in need of redevelopment" in that the building is:

substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.

6. Additionally, Ms. Green testified that the Property meets Criterion "H" in that it supports State "Smart Growth" initiatives in that;

a. According to the State's mapping, the Borough of Dumont is located in a smart growth areas as it is designated Metropolitan Planning Area;

b. The redevelopment of the property has the potential to produce a new, mixed-use building in the municipality's downtown;

c. Redevelopment of the property would be able to take advantage of the bus service that runs along Washington Avenue;

d. The property is located in a walkable setting, where future workers and residents could walk to services and shopping establishments;

e. Redevelopment of the property will utilize existing land that is already developed to construct a new, safe building.

7. Ms. Green further opined that the condition of the building has deteriorated to the point that the building needed to be vacated to protect the employees in the building on a daily basis and visitors coming to the building. These conditions of the building, by reason of dilapidation of the structure, have been extensively documented in the various reports and studies conducted since at least 2008. She further indicated that vacating of the building put the public on notice that the structure is an imminent public health hazard which must be mitigated.

8. The Mayor and Council have considered public comment regarding the Redevelopment Determination.

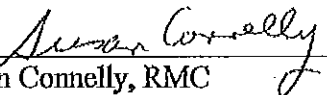
NOW THEREFORE, BE IT FURTHER RESOLVED, that the Governing Body of the Borough of Dumont hereby finds that the Property constitutes, and is hereby designated "an area in need of redevelopment" as provided in N.J.S.A. 40A:12A-5 and intends to take such additional steps as are necessary to proceed with appropriate redevelopment; and

BE IT FURTHER RESOLVED, that the Borough Clerk shall forthwith transmit a copy of this resolution to the Commissioner of Community Affairs, in accordance with N.J.S.A. 40A:12a-6; and

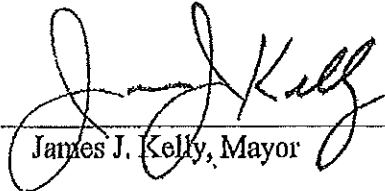
BE IT FURTHER RESOLVED, that within ten (10) days of the adoption of this resolution, the Borough Attorney shall serve a Notice of Determination to designate the Borough Hall Property as an area in need of redevelopment upon each person, if any, who filed a written

objection thereto and supplied an address to which such notice can be sent, and any other party entitled to notice thereof by law.

This Resolution shall take effect immediately.



Susan Connelly, RMC
Municipal Clerk



James J. Kelly, Mayor

EXH. L

March 7, 2016

SETTLEMENT AGREEMENT

This Agreement dated this _____ day of _____, 2016 among:

LANDMARK DUMONT, LLC, having a business address of 392 Main Street, Wyckoff, New Jersey 07481 (hereinafter "Developer");

THE BOROUGH OF DUMONT, a municipal corporation of the State of New Jersey having offices at 80 W. Madison Avenue, Dumont, New Jersey, (hereinafter "Borough"); and

THE PLANNING BOARD OF THE BOROUGH OF DUMONT, the duly constituted Planning Board of the Borough of Dumont, having offices at 80 W. Madison Avenue, Dumont, New Jersey (hereinafter "Board").

WITNESSETH, whereas, the Borough has, pursuant to law, an obligation to provide a realistic opportunity for the construction for its fair share of the regional need of low and moderate income housing;

WHEREAS, the Borough was named a party defendant in a certain action in the Superior Court, Law Division, entitled Landmark Dumont, LLC v. the Borough of Dumont, a Municipal Corporation in the State of New Jersey; the Mayor and Council of the Borough of Dumont; and the Planning Board of the Borough of Dumont, Docket No.: BER-L-001297-14; ("Builders Remedy Action" or "BRA") and

WHEREAS, the Borough of Dumont filed a Declaratory Judgment action captioned: In the Matter of the Application of the Borough of Dumont, a Municipal Corporation of the State of New Jersey, bearing Docket No.: BER-L-60055-15 ("Declaratory Judgment Action" or "DRA"). Pursuant to the Supreme Court's decision in In Re N.J.A.C. 5:96 and 5:97, 221 N.J. (215) ("Mount Laurel IV"); and

WHEREAS, the Borough not having previously secured either a Judgment of Repose or Substantive Certification in connection with its affordable housing obligations; and

WHEREAS, as a result of settlement discussions conducted by and between the parties with the assistance of the Court appointed Master, Francis J. Banisch II, PP, AICP; and

WHEREAS, the Developer is the contract purchaser of certain property commonly referred to as D'Angelo Farms and formally designated as Block 212, Lot 20 (the "Main Tract") and Block 215, Lot 1 (the "Second Tract") on the Tax Assessment maps of the Borough, which lots collectively consists of approximately 7.1 acres and are located on Washington Avenue (collectively the "Property"); and

WHEREAS, the Borough is the owner of certain property commonly designated as 50 Washington Avenue which contains the existing vacant Borough Hall municipal building ("Borough Property") which was conveyed to the Borough of Dumont by the Borough of

Dumont Board of Education by deed dated June 7, 1962 and recorded in the Bergen County Clerk's office in Book 4370 beginning at Page 149; and

WHEREAS, as part of the settlement discussions, the parties have agreed upon certain terms and conditions for the Development of the Property and the facilitation of the construction of affordable housing within the Borough of Dumont.

SECTION 1. Definitions

- A. "Alternate Development" shall mean the permitted development of the Property which will permit 124 units of market rate housing on the Main Tract and 18 units of affordable housing on the Second Tract as depicted on Exhibit C.
- B. "Board" or "Planning Board" shall mean the duly constituted Planning Board of the Borough of Dumont, New Jersey.
- C. "Borough Property" shall mean the Property commonly designated as 50 Washington Avenue and more formally designated as Block 1215, Lot 12 on the Tax Assessment maps of the Borough of Dumont being the same Property conveyed to the Borough of Dumont by deed dated June 7, 1962 and recorded in the Bergen County Clerk's office in Book 4370 beginning at Page 149.
- D. "Builders Remedy Action or BRA" shall mean the litigation captioned, Landmark Dumont, LLC v. The Borough of Dumont, A Municipal Corporation of the State of New Jersey; the Mayor and Council of the Borough of Dumont; and the Planning Board of the Borough of Dumont bearing Docket No.: BER-L-001297-14.
- E. "Declaratory Judgment Action or DJA" shall mean the litigation filed by the Borough of Dumont entitled, In The Matter of the Application of The Borough of Dumont, a Municipal Corporation of the State of New Jersey bearing Docket No.: BER-L-60055-15.
- F. "Developer" shall mean Landmark Dumont, LLC and its successors and/or assigns to any interest in the Property.
- G. "Development Fee" shall mean any duly adopted ordinance of the Borough of Dumont which seeks to impose, or collect, a fee towards Dumont's affordable housing obligation as may be authorized by Holmdel Builders Association v Holmdel Township, 121 N.J. 550 (1990).
- H. "Development" shall mean the permitted development of the Property and Borough Property which will permit 108 units of market rate housing on the Main Tract, 16 units of market rate housing on the Second Tract and 18 units of affordable housing together with, up to, 12,000 s.f. of municipal office space on the Borough Property as depicted on Exhibits A and B.

- I. "Density Bonus" shall mean the fair and good consideration granted Landmark Dumont, LLC for its construction of 18 rental affordable housing units on the Borough Property or the Property. The Density Bonus Enhancement shall grant the Developer the permission to construct, without variance, waiver, exception or diminimus exception from the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.: (1) 108 multi-family housing units on the Main Tract; (2) 16 market rate multi-family housing units on the Second Tract; and (3) 18 affordable multi-family units, together with up to 12,000 s.f. of office space, on the Borough Property as generally depicted on Exhibits A and B, or if the provisions of Section 2 become applicable, the Alternate Development as generally depicted on Exhibit C.
- J. "Effective Date of This Agreement" shall mean the later date of entry of a final unappealable judgment by a court of competent jurisdiction being entered with respect to the Property and Borough Property and/or Development or the Alternate Development No. 1 either: 1. upholding the Board's approval of the Development of the Property and the Borough Property and/or 2. the Borough's adoption of the ordinances or redevelopment plans required by this Agreement. If no such appeal shall be filed, the effective date shall be deemed to be 10 days after the expiration date by which such an appeal could be filed. In no way shall this Agreement be deemed subject to approval of the Borough's entire DJA and/or entire Housing Element and Fair Share Plan, nor shall it be deemed subject to the resolution of other objections, litigations, etc involving the Borough's affordable housing obligations.
- K. "Fast Track Process" shall mean the process described in this Agreement and incorporated by reference in the ordinance and/or Redevelopment Plan, for the review and approval by the Planning Board of the application for approvals required by the Developer for the Development or Alternate Development No. 1, or any portion of the Development or Alternate Development No. 1, of the Property or the Borough Property.
- L. "LTTE or PILOT" shall mean a long term tax exemption and/or payment in lieu of tax agreement between the Borough of Dumont and the Developer for the Property and/or Borough Property adopted in accordance with the requirements of N.J.S.A. 40A:20-1 et. seq.
- M. "Main Tract" shall mean the portion of the Property designated as Block 212, Lot 20 on the Tax Assessment maps of the Borough of Dumont"
- N. "Off-Track Improvement" shall mean any improvements that are not proposed to be directly located on the Property.
- O. "Ordinance" shall mean the re-zoning ordinance re-zoning the Property and/or Borough Property so as to permit without variance or waiver the Development and Alternate Developments contemplated by this Agreement as depicted in Exhibits A, B

and C including the potential relocation of the 18 affordable rental units from what was intended to be constructed on the Borough Property to the Property.

- P. "Property" shall mean the property commonly referred to as D'Angelo Farms and formally designated as Block 212, lot 20 and Block 215, Lot 1 on the Tax Assessment maps of the Borough of Dumont and located along Washington Avenue. Collectively, these 2 lots are referred to as the "Property".
- Q. "Redeveloper or Redevelopment entity" means a municipality or an entity authorized by the governing body of a municipality pursuant to subsection c. of section 4 of P.L. 1992, c.79 (C.40A:12A-4) to implement redevelopment plans and carry out redevelopment projects in an area in need of redevelopment, or in an area in need of rehabilitation, or in both.
- R. "Redevelopment Plan" shall mean the properly adopted and completed plan for the redevelopment of the Property and/or Borough Property to permit the Borough to declare the Properties as areas in need of redevelopment and/or rehabilitation and to permit without variance or waiver the Development and Alternate Developments of the Property and Borough Property in accordance with this Agreement and as depicted on Exhibits A, B and C. The Redevelopment Plan shall be adopted in accordance with all applicable laws and procedures including, but not limited to, N.J.S.A. 40A:12-1 et. seq. and N.J.S.A. 40A:20-1 et. seq.
- S. "Second Tract" shall mean the portion of the Property designated as Block 215, Lot 1 on the Tax Assessment maps of the Borough of Dumont.
- T. "Site Plan Approval" shall mean, to the extent required for multi-family housing configurations, minor and/or preliminary and/or final site plan approval contemplated by this Agreement in accordance with the Ordinance or Redevelopment Plan.
- U. "Subdivision Approval" shall mean minor and/or preliminary and/or final approval of the subdivision contemplated by this Agreement, if any, and referenced in the Density Bonus Enhancement in accordance with the Ordinance or Redevelopment Plan further as generally depicted on the exhibits attached hereto.

SECTION 2. Obligations of the Borough

The following shall be the obligations of the Borough and/or Board under this Agreement:

1. In consideration of the Developer's agreement to construct 18 affordable rental units on the Borough Property or the Property, if the Alternate Development of Section 2 becomes applicable, the Borough and the Board shall grant to the Developer certain Density Bonus to permit the Development or Alternate Development.
2. On or before August 1, 2016, the Borough and/or Board shall undertake any and all actions necessary to either: (1) declare and/or declaring the Property and Borough

Property as areas in need of redevelopment and/or rehabilitation, adopt a Redevelopment Plan to provide Density Bonus to permit the Development and Alternate Development and to appoint the Developer as the designated Redeveloper for the Property and Borough Property; or (2) adopt an Ordinance and/or Master Plan and Fair Share Plan to re-zone the Property and Borough Property to permit the Development or Alternate Development within the same time period specified above.

3. The Redevelopment Plan and Ordinance shall provide for the relaxation and modifications of all current zoning, bulk and design requirements of the Borough that may apply to the Property and Borough Property to permit the Development and Alternate Development of the Property and Borough Property. The modification shall ensure that the Property and Borough Property can be developed as of right, without variance or waiver, in accordance with the Development and Alternate Development concept plans attached hereto as Exhibits A, B and C. The parties agree that within thirty (30) days of executing this Agreement, the parties will agree upon a set of zoning, design and bulk standards to implement the requirements of this paragraph. The Main Tract shall be permitted to be developed for 108 units having a minimum front and rear yard setbacks of 15 feet, minimum side yard setback of 25 feet, and a maximum building height of 2 stories and 35 feet and minimum parking stall size of 9 feet by 18 feet together with the requisite number of off-street parking stalls necessary to remain compliant with the RSIS. All of the units to be constructed on the Main Tract will be market rate units. The Borough agrees that the Development will be subject only to those zoning ordinances which are currently in effect and do not trigger a variance or waiver, as modified by the Ordinance and/or Redevelopment Plan. Accordingly, any future change to the Borough Ordinances and/or Redevelopment Plan shall not be made applicable to the Property or Borough Property unless the Developer consents to do so. The parties recognize that the zoning requirements, bulk requirements and design standards to be detailed in the Ordinance are based upon preliminary information and sketches available at the time of the execution of this Agreement. It is the parties intent that the deviation from the Ordinance requirements necessary to accommodate the Development of the Property or Borough Property as contemplated by the within Agreement shall be favorably and promptly acted upon by the Borough and/or Board by way of prompt and timely amendments to any Ordinance, Redevelopment Plan, and/or the grant of necessary variance relief necessary to accommodate the Development of the Property or Borough Property as contemplated by the within Agreement shall be favorably and promptly acted upon by the Borough and/or the Board upon request by the Developer.
 - a. If the Alternate Development is triggered by the Developer pursuant to Section 2, then the Redevelopment Plan and/or Ordinance required by Paragraph 3 above shall permit 124 units of market rate housing on the Main Tract having a minimum front yard building setback of 25 feet, minimum rear yard building setback of 25 feet, a minimum side yard building setback of 25 feet and a maximum building height of 3 stories and 45 feet. All of the other provisions of Paragraph 3 shall apply to the Alternate Development on the Main Tract.

4. The Board and Borough shall act in concert with the Developer to take action to ensure that neither the Borough, Board nor the County of Bergen or any other governmental agency requires the installation of any off-tract and/or off-site improvement if the need for the improvement does not solely and directly arise from the Development of the Property, and would not constitute a cost generating feature as defined in Section 4 of this Agreement. However, nothing contained in this subparagraph is intended to create an obligation or require the Borough or Board to undertake off-site or off-tract improvements resulting from the Development.
5. The Borough and Board will promptly adopt all necessary resolutions, ordinances, sign all applications, endorsements or other documents, and take such other actions as may be necessary to implement this Agreement or to assist the Developer in developing the Property and/or Borough Property, or any portion thereof, in accordance with the terms of this Agreement, any Ordinance, Redevelopment Plan or act(s) pursuant to this Agreement.
6. The Borough and Board shall take no action inconsistent with this Agreement and to the extent permitted by law, fully perform all of its obligations thereunder.
7. The Borough and Board shall take all actions, including the adoption of ordinances if necessary, to cause the Board to process all applications (including but not limited to subdivision and site plan approvals) utilizing the Fast Track Process described in this Agreement.
8. The Second Tract shall be permitted to be developed for 16 units having a minimum front and rear yard setbacks of 15 feet, minimum side yard setback of 25 feet, and a maximum building height of 2 stories and 35 feet and minimum parking stall size of 9 feet by 18 feet together with the requisite number of off-street parking stalls necessary to remain complaint with the RSIS. All of the units to be constructed on the Second Tract will be market rate housing. The Borough agrees that the Development and Alternate Development will be subject only to those ordinances and design standards which are currently in effect, as modified by the Ordinance and/or Redevelopment Plan. Accordingly, any future change to the Borough Ordinances and/or Redevelopment Plan shall not be made applicable to the Property or Borough Property unless the Developer consents to do so. The parties recognize that the requirements detailed in the Ordinance are based upon preliminary information and sketches available at the time of the execution of this Agreement. It is the parties intent that the deviation from the ordinance requirements necessary to accommodate the Development or Alternate Development of the Property as contemplated by the within Agreement shall be favorable acted upon by the Borough and/or Board by way of prompt and timely amendments to any Ordinance, Redevelopment Plan, and/or the grant of necessary variance relief necessary to accommodate the Development or Alternate Development of the Property as contemplated by the

within Agreement shall be favorably and promptly acted upon by the Borough and/or the Board upon request by the Developer.

- a. If the Alternate Development is triggered by the Developer, pursuant to Section 2, then the Redevelopment Plan and/or Ordinance required by Paragraph 8 above shall permit 18 units of affordable housing having a minimum front yard building setback of 15 feet, minimum rear yard building setback of 15 feet, minimum side yard building setback of 15 feet and a maximum building height of 3 stories and 45 feet. All of the other provisions of Paragraph 9 shall apply to the Alternate Development of the Second Tract.
9. If the Developer proceeds with the Development (as opposed to, and not including, the Alternate Development) then the Redevelopment Plan and/or Ordinance required by this Agreement shall permit the construction of at least 12,000 s.f. of office space in addition to 18 units of affordable housing on the Borough Property. The bulk standards for the Borough Property will provide for a minimum front yard setback of 100', minimum rear yard setback of 15', minimum side yard setback of 15' and a maximum building height of 4 stories and 60'. Parking to serve the residential units shall be of the size and number required by the RSIS. Parking to serve the office space shall be satisfied offsite solely and exclusively by the Borough at the Borough's own cost and expense. The Ordinance and/or Redevelopment Plan shall permit the office parking to be satisfied off site.
 10. The Borough is currently the owner of the Borough Property which property is subject to certain conditions stated within the Deed of Conveyance and/or the agreement between the Borough and the Dumont Board of Education. The Borough and Board shall take any and all actions to extinguish the condition, to the extent such condition is applicable, enter into a lease or other arrangement which does not trigger the reversion condition in the deed or agreement with the Dumont Board of Education or otherwise deliver title to the Borough Property free and clear to the Developer, at no cost, beyond the Developer's agreement to perform the environmental remediation required by this Agreement for the construction of the Development. Should the Borough and Board fail to be able to do so on or before August 1, 2016, in the alternative, the Developer, at its sole discretion, shall be permitted to proceed with the Alternate Development which relocates 18 units of affordable housing intended to be constructed on the Borough Property to be constructed on the Second Tract and relocate 18 market rate units intended to be built on the Second Tract to the Main Tract, for a total of 124 market rate units on the Main Tract as shown on Exhibit C. Upon notifying the Borough and Board that the Developer will proceed with the Alternate Development, the Borough and/or Board, if not already provided for in the Ordinance and/or Redevelopment Plan, shall adopt and make effective, within sixty (60) days, any necessary amendment to the Redevelopment Plan and/or Ordinance for the Property to permit the Alternate Development to be constructed on the Property. If the Developer proceeds with the Alternate Development, then the Developer's Obligation under Section 6, Paragraph d, of this Agreement shall be deemed null and void.

11. The Borough and Board agree that the provision of 18 rental units of affordable housing meeting the requirements of the Fair Housing Act and/or COAH regulations shall satisfy any and all obligations of the Developer as it concerns the construction of affordable housing or any Development Fee and this Property. If the Borough and/or Board shall fail to comply with the terms of this Agreement including, but not limited to, the Declaration of Redevelopment and/or Rehabilitation, adoption of the Master Plan and Fair Share Plan, Redevelopment Plan, Ordinance(s) and/or other land use amendments within the time frames established herein, the Developer may declare this Agreement to be null and void and permit the Developer to renew its objections and permit the Developer to reinstate its BRA and to participate as an interested party in the DJA and the Borough and Board hereby waive any and all defenses to the Developer doing so.
12. The Board and Borough agree that all of the market rate units to be constructed as part of the Development shall be subject to a PILOT or LTTE Agreement for a period of no less than twenty-five (25) years between the Borough and the Developer in accordance with N.J.S.A. 40A:20-1 et seq. The Developer and Borough agree to promptly negotiate to enter into a LTTE Agreement on or before June 15, 2016. The parties further agree that the annual PILOT payment on a per unit basis, for units on the Property, shall not exceed \$3,500.00 per unit per year in years 1-15 and not to exceed \$3,750.00 in years 16-25.
 - a. The Board and Borough agree that all of the affordable units to be constructed as part of the Development shall be subject to a PILOT or LTTE Agreement for a period of no less than twenty-five (25) years between the Borough and the Developer in accordance with N.J.S.A. 40A:20-1 et seq. The Developer and Borough agree to promptly negotiate to enter into a LTTE Agreement on or before June 25, 2016. The parties further agree that the annual PILOT payment on a per unit basis, for units on the property, shall not exceed \$350.00 per unit per year in years 1-25.

SECTION 3. Expedition Review.

The Board shall process, review and adjudicate all Development applications for the Property in an expeditious ("Fast Track") process in accordance with the time tables and deadlines set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. as set forth in and modified in Exhibit "D" which, if necessary, shall include the holding of special meetings for the sole and exclusive purposes of reviewing and hearing the Developer's application(s). The Developer agrees to reimburse the Board \$750.00 per special meeting plus the reasonable cost for its engineers, planner's fees and Board's attorneys. Specifically, included in the concept of "Fast Track", shall be the review of the Borough's and Board's agreement to review and decide the developer's application notwithstanding that other federal, state, county or other agencies approvals or permits may ultimately be required for the Development of

the Property and, where appropriate, the granting of local approval "subject to" any such outstanding approvals in accordance with N.J.S.A. 40:55D-22.

- b. If required to complete the Fast Track Process, the Board shall agree to hold special meetings for the sole processing of the Developers' application for Development.
- c. The Developer shall send copies of any plans, applications or reports directly to the Board's Attorney, Engineer and Planner. All municipal agencies including, but not limited to, all Borough and Board personnel, departments, agents, contractors and/or vendors required to review an application for Development or construction permit shall complete its review and provide comments or request revisions to an Application for Development within 14 days of receipt thereof by the Borough or the Board so as to permit compliance with the Fast Track Process by the Borough and Board.
- d. The absence of a report or recommendation from any other municipal agency shall not be grounds for the denial of an application or for the delay of a hearing or action by the Board beyond the time period set forth in the Fast Track Process.
- e. The Board shall not deny or delay its actions on an application for Development by the Developer because of the absence of any, or the dependency of any, approval by any other governmental agency that may make such approval a condition of the Board's approval.
- f. The Developer may waive any of the time periods set forth in the Fast Track Process only by a writing signed by the Developer or an authorized representative of the Developer. No such waiver shall be required as a condition for the filing of an application, to the declaration of completeness or to the action of the Borough or Board thereon.

SECTION 4. Cost Generating Features.

The Borough and Board shall take all steps reasonably necessary to eliminate cost generating features, elements and processes which are inconsistent with the intent of this Agreement. The Developer shall construct the Developments in substantially the configuration as shown on the exhibits attached hereto.

- a. For purposes of this Agreement, "cost generating" shall be defined by N.J.S.A. 5:93-10.2 et seq.
- b. To the extent sections, elements, requirements or features of the Borough's ordinance and land use ordinance or Redevelopment Plan, or the Board's process of review of Development applications are cost

generating, such sections, elements, requirements or features are deemed inconsistent with the terms of this Agreement, it shall be considered inapplicable to any Development applications for the Property. In particular (including by way of example and not limitation), the Board shall grant relief from those checklist items requirements that require, to any extent: 1. the submission of other governmental approval as part of the Borough's and/or Board's completeness review; 2. The surveying, locating or identifying of trees outside of the proposed area of disturbance and/or; 3. The installation of any off-tract or off-site improvements, the need for which improvements does not solely and directly arise from the Development of the Property or Borough Property and would not constitute a cost generating feature as defined in this Agreement.

- c. The Borough and Board shall take those steps reasonably necessary to remove or waive such cost generating or inconsistent sections, elements, requirements and features from their respective ordinances and procedures or grant such waivers, exceptions or variances to ensure they are in their ability to develop an application for the Property or Borough Property.
- d. The Borough is currently in the process of investigating the condition and capacity of its sanitary sewer system which is currently experiencing infiltration and capacity issues. The Borough and Developer will work together to investigate, and determine, a solution to provide sufficient capacity for the Development or Alternate Development. The Borough agrees to prioritize and complete (within twenty (20) days of the date of this Agreement) and share with the Developer its ongoing investigation of the portions of the sanitary sewer system which would serve the Development or Alternate Development. Upon receipt of the results of the Borough's sewer investigation, the Developer shall, in consultation with the Borough and the Bergen County Utilities Authority, (within twenty (20) days) determine what repairs or improvements may be needed to ensure that there is adequate sewer capacity to serve the Development and/or Alternate Development. The Developer agrees to pay the cost of repairs needed solely to provide adequate sewer service/capacity to the Development or Alternate Development. If the cost to repair or improve the sewer system exceeds the amount budgeted by the Developer for sewer repair and improvements, the Developer shall have the right to: (1) negotiate a mutually acceptable resolution of the sewer repair or improvements needed with the Borough; and/or (2) terminate this Agreement, and, if terminated, the Developer shall have all rights and remedies available to them as of the date immediately prior to the execution to this Agreement and no statute of limitations or

other time limitations imposed by law or rule of law shall apply to any action to the enforcements of such rights or remedies.

SECTION 5. Affordable Housing Regulations.

The Developer shall take all steps necessary to place affordability controls and other appropriate restrictions as may be required by COAH regulations (or any other subsequent agency or court governing affordable housing) upon the affordable rental units to be created on the Borough Property. To that end, the affordable rental units shall be constructed so as to qualify as a unit of affordable housing under COAH's regulations as follows:

- a. "Affordable Unit" shall mean a housing unit as defined by N.J.A.C. 5:93-1.3.
- b. That the municipality, if eligible, may receive bonus credits for the rental units provided either through a rental bonus and/or redevelopment bonus.
- c. That it can be administered in accordance with N.J.A.C. 5:93-9 and/or UHAC rules.
- d. The Developer agrees to restrict and place the affordability control on the Property for a period not less than thirty (30) years in accordance with N.J.A.C. 5:93-9.2(a).
- e. The unit mix for the 18 units of affordable housing shall meet the requirements of N.J.A.C. 5:93-7.2 and 7.3.
- f. Developer will administer the affordable housing units to insure affordable controls, income verification and tenant selection.

SECTION 6. Obligations of the Developer.

As long as the Borough and Board have not defaulted in their obligations under this Agreement, the Developer shall have the following obligations:

- a. At any time after the execution of this Agreement, the Developer shall have a right to submit an application for Development and/or Alternate Development pursuant to Section 2 of this Agreement to the Borough or Board for the Property or Borough Property which application is in accordance with the concept plans attached hereto. Thereafter, upon submission, the Developer will diligently prosecute its application for approval and the approvals from other governmental agencies as may be required.

- b. The Developer will participate in a Fairness Hearing and/or hearing before the Court assisting the Borough in securing a Partial Judgment of Compliance and extension of temporary immunity as it pertains to its prior round affordable housing obligations.
- c. The Developer shall not be obligated to pay any Development Fee that may be due in accordance with the provisions of the Borough of Dumont ordinance since the Development is an inclusionary Development and the providing of the affordable rental units shall fully satisfy any and all affordable housing obligations from the Development of the Property or Borough Property.
- d. If by August 1, 2016, the Borough is legally able to convey title to the Borough Property "free and clear" and provide sufficient parking to serve the office development contemplated by the Development at an off-site location in accordance with, and as more fully set forth in, Section 2 so as to legally permit the Development, the Developer agrees to accept title to the Borough Property from the Borough upon the condition that the Borough shall: 1. Deliver good and marketable title to the Borough Property free from all prior liens, judgments and encumbrances including, but not limited to, the conditions that may exist between the Borough and the Board of Education concerning the prior conveyance of this Property from the Board of Education to the Borough; 2. The Developer will accept a bargain and sale deed with covenants against grantor's act in the conveyance of the Property; 3. The Developer will assume full responsibility for the remediation of any on-site contamination of the Borough Property and the demolition of all improvements and structures which may exist on the Borough Property. If the provisions of this Paragraph are applicable, the Borough shall convey title, use and occupancy and possession to the Developer on or before September 1, 2016. The Borough's failure to timely do so shall permit the Developer to unilaterally trigger (by notice to the Borough) the applicability of, and proceed with, Alternate Development in accordance with this Agreement.
- e. Should Alternate Development No. 2 be triggered pursuant to this Agreement, the Developer shall be released from all obligations in Paragraph 6d and in lieu of those obligations, the Developer shall: (i) be responsible to remediate all asbestos and lead contamination within the existing building on the Borough Property; (ii) demolish the existing building and remove and properly dispose of all debris from the demolition; (iii) properly remove and dispose of the single existing underground storage tank on the Borough Property as identified on Exhibit "E." The Developer is not responsible for the testing or remediation of any leak or contamination including, but not limited to, soil or ground water related to the Borough Property.

- f. The affordable housing units required by this Agreement shall be phased in pursuant to the phasing schedule established by N.J.A.C. 5:93-5.6d.
- g. The Developer will provide a reasonable amount of landscaping along the perimeter of the Property to soften the visual impact of the buildings to be constructed.

SECTION 7. Cooperation and Good Faith.

- a. The parties and all of their respective members, officers, agents, representatives, consultants and employees shall cooperate and conduct themselves in good faith to effectuate the terms and objectives of this Agreement.
- b. Such cooperation shall include, by way of example and not limitation, the timely submission and review of reports and documents; timely inspections; execution of documents or applications for other coordinate agencies endorsing any and all necessary application for the extension of utilities or facilities to the Property or the entity for permits or approvals necessary for the Development of the Property.

SECTION 8. General Provisions.

- a. No hereinafter enacted Borough Ordinance construction standard or Borough specifications for improvements required in connection with zoning, sub-division or site plan approvals shall apply to the Development and/or the Property or Borough Property.
- b. Provided the Borough and Board are not in default or breach of any of the provisions of this Agreement, or that this Agreement has been declared null and void as permitted by this Agreement, the Developer's covenant not to sue the Borough or bring any action or proceeding before COAH, Courts or any other body having jurisdiction, for non-compliance with the provisions of any case law, statute or rule or regulation relating to the provision of affordable housing based upon the Property or directly relating to the actions referenced in this Agreement. In the event of a breach by the Borough or the Board the Developer shall have all rights and remedies available to them as of the date immediately prior to the execution to this Agreement and no statute of limitations or other time limitations

imposed by law or rule of court shall apply to any action to the enforcements of such rights or remedies.

- c. This Agreement may be recorded at the Developer's option, at its cost and expense in the Bergen County Clerk's office. The recording of this Agreement shall not be deemed to create a lien on the Property or Borough Property.
- d. The Developer represents that it is the holder of a valid contract to purchase the entirety of the Property and has sufficient interest in the Property to pursue the applications for Development referred to in this Agreement.
- e. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
- f. This Agreement shall not be amended or modified without the express and written consent of all parties.
- g. No party to this Agreement shall cause an appeal to be taken contesting the validity of this Agreement or any of the actions deemed necessary in furtherance of this Agreement. In the event the Agreement is challenged by a third party, the Developer, Borough and Board agree to jointly defend such action and take any and all steps necessary to uphold the validity of this Agreement. The Borough and Board shall join the Developer as a party should any challenge or proceeding be filed or brought which directly or indirectly effects this Agreement, or any other actions taken pursuant to or are related to this Agreement.
 - (i) In the event any appeal is filed, be it a challenge to the Settlement Approval, zoning revision, area in need of redevelopment studies, designations and/or plans, site plan approval, or any other legal challenge, all time limits set by this Agreement shall be tolled for the period of time such appeal(s)/litigation is pending. In the event any appeal/litigation is pending for more than one (1) year without having concluded with an un-appealable final judgment/decision, the Developer may elect to void this Agreement and the Developer shall have all rights and remedies available to them as of the date immediately prior to the execution of this Agreement and no statute of limitations or other time limitations imposed by law or rule of court shall apply to any action to the enforcements of such rights or remedies. Notwithstanding anything to the contrary contained herein, in the event a challenge to this

Agreement and/or the Borough's ability to convey, in whole or in part, title or an interest in the Borough Property to the Developer, is filed by the Board of Education of the Borough of Dumont or a third party, the Borough shall defend, indemnify and hold harmless the Developer from any and all costs incurred in connection with such litigation.

- h. The terms and conditions and obligations of this Agreement shall run with the land and shall bind the respective parties and respective heirs, executors, assigns or successors.
- i. By executing this Agreement, all parties so execute and acknowledge its validity and accordingly, agree to carry out the terms of this Agreement in good faith and to refrain from any and all acts which question or jeopardize this Agreement. All parties to this Agreement will execute any and all further documents and instruments necessary to effectuate this Agreement or to evidence the party's good faith, cooperation or compliance.
- j. To the extent feasible, the Borough agrees to provide the Developer with a copy of any and all ordinance or resolution which may impact upon the subject matter of this Agreement and/or the Development of the Property or Borough Hall Property at least 10 days prior to the consideration thereof at a public meeting.
- k. This Agreement was the product of negotiation among the parties. No party shall be considered the drafting party against whom the terms of this Agreement shall be construed.
- l. This Agreement may be executed in counterparts.
- m. The terms of this Agreement, including specific enforcements of the obligations hereunder may be enforced by the commencement of an action in the Superior Court of New Jersey, Law Division, Bergen County notwithstanding any provision herein to the contrary, attorney fees and costs shall be reimbursed to the prevailing party and any such action for enforcement.
- n. If any portion of this Agreement shall be deemed to be found to be unlawful or unenforceable, such provisions shall be severable and the balance of this Agreement shall be enforceable in accordance with the terms provided. However, the Developer's obligation to participate in seeking a partial judgment of compliance and extension of temporary immunity as to the Borough's prior round affordable housing obligation is dependent upon the Borough and the Board's approval of

the Development of the Property and Borough Property and are, therefore, not severable from each other.

- o. In the event the Development, which includes the construction of up to 12,000 s.f. of municipal offices on the Borough Property is the development option that the parties proceed with, the Developer agrees to construct the municipal office space generally as depicted on Exhibit "B" and to be finished pursuant to a set of plans to be provided to the Developer within ninety (90) days of the date of this Agreement. The construction of municipal office spaces will occur on the Borough Property as shown on Exhibit "B" but no off-street parking will be provided by the Developer on the Borough Property or otherwise to service the municipal offices. The Borough shall solely and exclusively be responsible for promptly and timely designating and providing at the Borough's sole cost and expense the location of off-street parking to be provided to service the office space constructed on the Borough Property. The Developer agrees to construct the municipal offices at its cost plus ten (10%) percent profit which amount shall be paid by the municipality in at least four (4) equal progress payments pursuant to a further agreement to be executed by and between the parties. The Developer's cost to construct the municipal offices will include any and all additional costs incurred by the Developer to construct solely residential units within a three (3) story configuration as opposed to a mixed use project (office and residential) in a four (4) story configuration which includes, by way of example and not limitation, any possible increase in cost associated with the need to change the nature and extent of construction materials from wood to steel, the need for fire separation and/or the installation of elevators.
- p. Nothing contained herein shall prevent the Developer from assigning its rights, in whole or in part, under the terms of this Agreement to a third party, including by way of example and not limitation, an entity which may wish to provide the Development or Alternate Development No. 2 on the Borough Property.
- q. Upon the execution hereof, this Agreement constitutes the entire Agreement between Landmark and the Borough and/or the Board. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms and conditions of this Settlement Agreement cannot be altered, changed, modified or added to, except in writing signed by the Developer, Borough and Board.

IN WITNESS HEREOF, the Developer and the Borough and the Board have duly
executed this Agreement the date and first year written above.

ATTEST:

LANDMARK DUMONT, LLC

By: _____

ATTEST:

BOROUGH OF DUMONT

Susan Connelly
Borough Clerk

By: _____
James Kelly
Mayor

ATTEST:

PLANNING BOARD OF THE
BOROUGH OF DUMONT

Planning Board Secretary

By: _____
Chairman of the Planning Board

STATE OF NEW JERSEY)

) ss:

COUNTY OF BERGEN)

BE IT REMEMBERED that on this _____ day of _____, 2016, before the subscriber, a (Notary Public/Attorney at Law) of New Jersey, personally appeared _____ who being by me duly sworn on his oath deposes and makes proof to my satisfaction that:

(a) he/she is the Managing Member of Landmark Dumont, LLC, the company named in this document, and is duly authorized to execute this Agreement on behalf of the company;

(b) this document was signed and delivered by the company as its duly authorized, voluntary act, for the purposes expressed herein.

Sworn and Subscribed to Before Me
on _____, 2016

(Notary Public/Attorney at Law of NJ)

STATE OF NEW JERSEY)

) ss:

COUNTY OF BERGEN)

BE IT REMEMBERED that on this _____ day of _____, 2015, before the subscriber, a (Notary Public/Attorney at Law) of New Jersey, personally appeared SUSAN CONNELLY, who being by me duly sworn on her oath deposes and makes proof to my satisfaction that:

(a) she is the Borough Clerk of the Borough of Dumont, the municipal corporation named in the within instrument;

(b) James Kelly is the Mayor of said municipal corporation;

(c) the execution as well as the making of the instrument has been duly authorized by a proper resolution of the Governing Body of the Borough of Dumont;

(d) deponent well knows the corporate seal of said municipal corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said Mayor as an for the voluntary act and deed of said municipal corporation, in the presence of deponent who thereupon subscribed here name thereto as attesting witness.

Sworn and Subscribed to Before Me
on _____, 2016

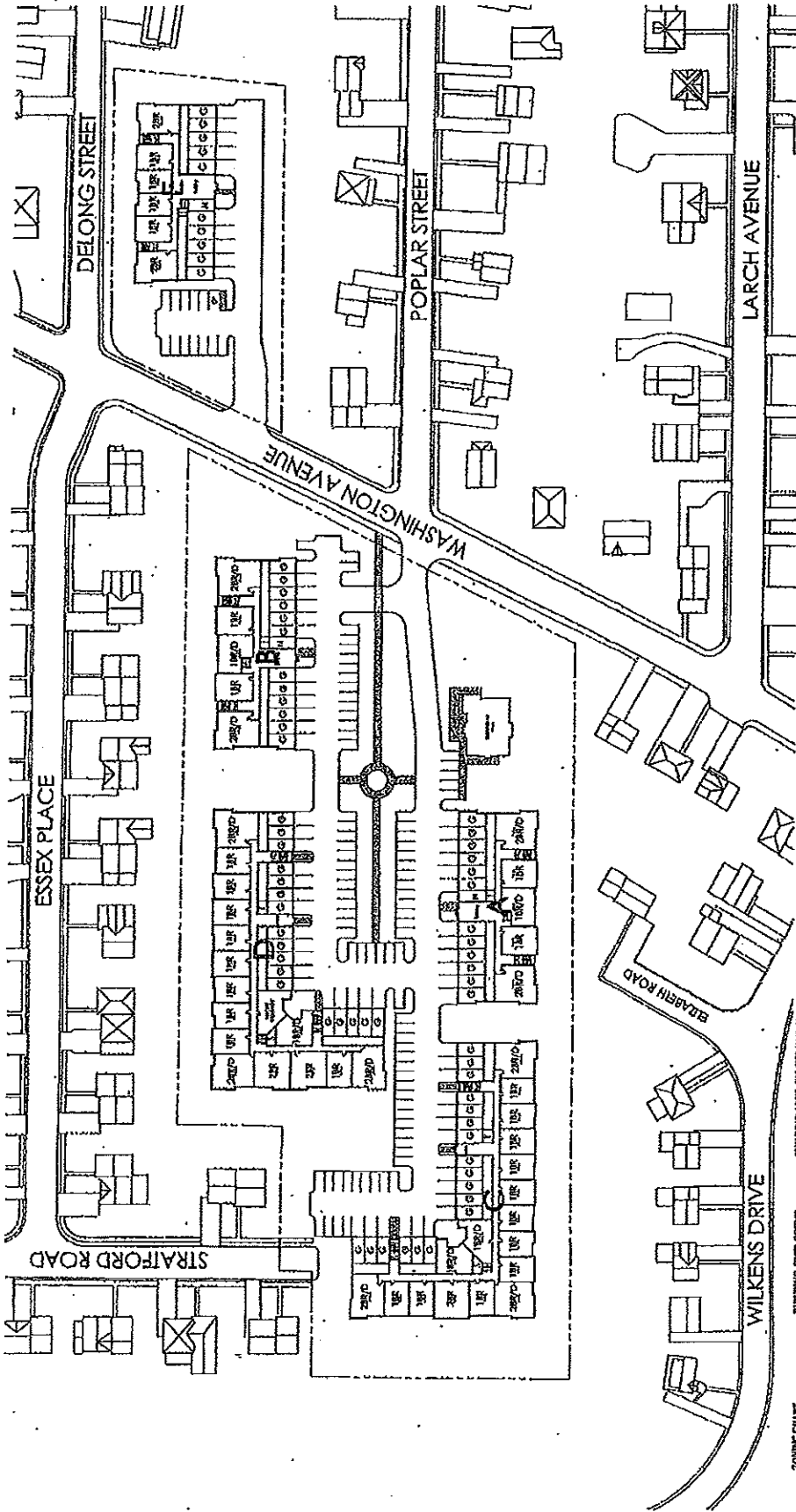
SUSAN CONNELLY,
Borough Clerk

STATE OF NEW JERSEY)
 : SS:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this _____ day of _____, 2016, before me the subscriber, personally appeared _____, who being by me duly sworn on her oath deposes and makes proof to my satisfaction that she is the Secretary of the Planning Board of the Borough of Dumont, the municipal corporation named in the within instrument; that _____ is the Chairman of said municipal corporation; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Planning Board of the Borough of Dumont; that deponent well knows the corporate seal of said municipal corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by said Chairman as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn and Subscribed to
before me this _____ day
of _____, 2016.

EXHIBIT "A"



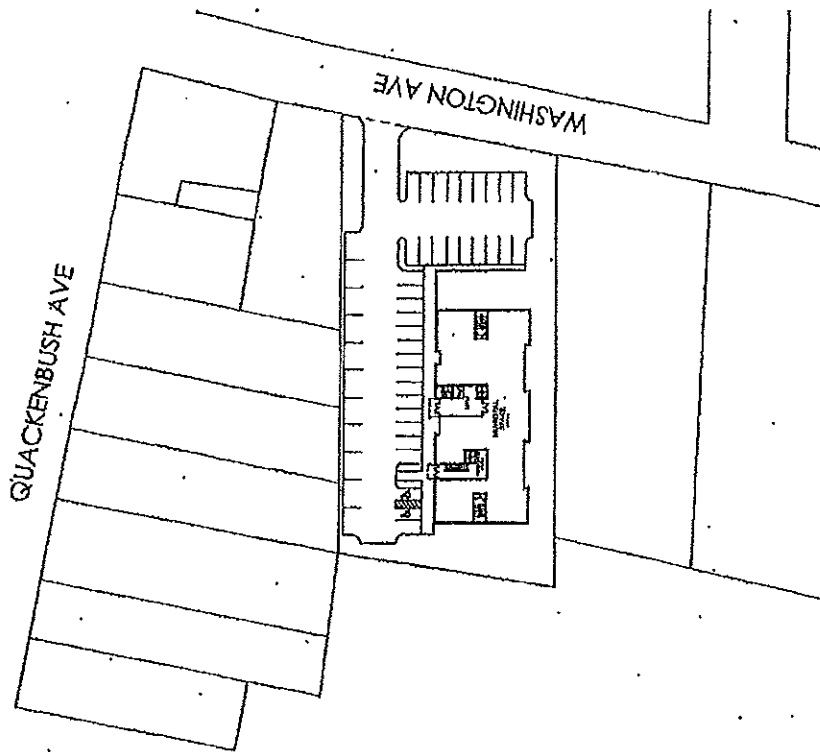
SCALE 1"=50'
 EXHIBIT A
 DATE 03/14/2014

Landmark Dornier LLC | **WASHINGTON PROMENADE**
 BOROUGH OF DUMONT, BERGEN COUNTY, NEW JERSEY
 15 ACRES
 CONDOMINIUM MAP AND LANDSCAPE ARCHITECTURE

SOURCE DATA				BUILDING UNIT SOURCE				BUILDING UNIT CALCULATION			
DESCRIPTION	DATE	BY	REVISION	DESCRIPTION	DATE	BY	REVISION	DESCRIPTION	DATE	BY	REVISION
EXISTING BUILDING	03/14/2014	W	1	EXISTING BUILDING	03/14/2014	W	1	EXISTING BUILDING	03/14/2014	W	1
EXISTING LOT	03/14/2014	W	1	EXISTING LOT	03/14/2014	W	1	EXISTING LOT	03/14/2014	W	1
EXISTING DRIVE	03/14/2014	W	1	EXISTING DRIVE	03/14/2014	W	1	EXISTING DRIVE	03/14/2014	W	1
EXISTING PARKING	03/14/2014	W	1	EXISTING PARKING	03/14/2014	W	1	EXISTING PARKING	03/14/2014	W	1
EXISTING UTILITIES	03/14/2014	W	1	EXISTING UTILITIES	03/14/2014	W	1	EXISTING UTILITIES	03/14/2014	W	1
EXISTING LANDSCAPE	03/14/2014	W	1	EXISTING LANDSCAPE	03/14/2014	W	1	EXISTING LANDSCAPE	03/14/2014	W	1
EXISTING TOTAL	03/14/2014	W	1	EXISTING TOTAL	03/14/2014	W	1	EXISTING TOTAL	03/14/2014	W	1

MINNO WASKO
 ARCHITECTS AND PLANNERS
 151 HARTFORD AVENUE, SUITE 200, LINDENHILL, NEW JERSEY 07036
 201-329-1000

EXHIBIT "B"



SITE PLAN
SCALE 1/8" = 1'-0"

APPROVALS	DATE
APPROVED BY OWNER	
APPROVED BY ARCHITECT	
APPROVED BY ENGINEER	
APPROVED BY PLANNING	
APPROVED BY ZONING	

APPROVALS	DATE
APPROVED BY OWNER	
APPROVED BY ARCHITECT	
APPROVED BY ENGINEER	
APPROVED BY PLANNING	
APPROVED BY ZONING	

APPROVALS	DATE
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APPROVED BY ARCHITECT	
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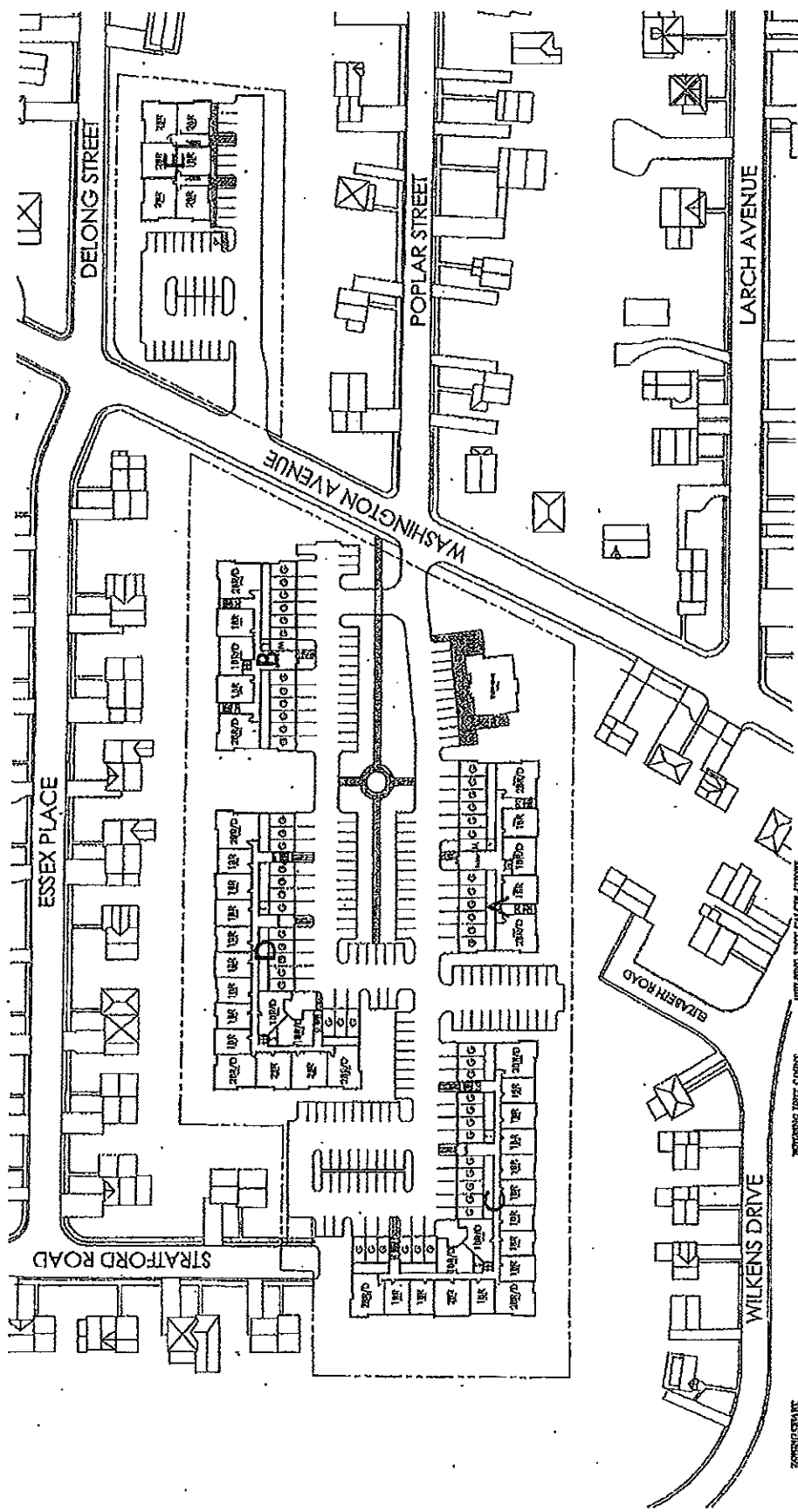
EXHIBIT B - PAGE 1
BUILDING F
DATE 04/04/16



WASHINGTON PROMENADE
BOROUGH OF DUMONT, BERGEN COUNTY, NEW JERSEY
CORPORATE OWNED & FINANCED INVESTMENT

Landmark Dumont LLC

MINNO WASKO
ARCHITECTS AND PLANNERS
27 HARTS LANE, SUITE 100, LAMBERTVILLE, NJ 08854
WWW.MINNO-WASKO.COM




 ZONE T-200
 EXHIBIT C
 DATED 04/24/2014

Landmark Dumont LLC
WASHINGTON PROMENADE
 BOROUGH OF DUMONT, BERGEN COUNTY, NEW JERSEY
CONSULTING ARCHITECTS AND PLANNERS

PROPOSED UNIT COUNTS

UNIT TYPE	PROPOSED	EXISTING	TOTAL
1-BED	100	0	100
2-BED	100	0	100
3-BED	100	0	100
4-BED	100	0	100
5-BED	100	0	100
6-BED	100	0	100
7-BED	100	0	100
8-BED	100	0	100
9-BED	100	0	100
10-BED	100	0	100
11-BED	100	0	100
12-BED	100	0	100
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40-BED	100	0	100
41-BED	100	0	100
42-BED	100	0	100
43-BED	100	0	100
44-BED	100	0	100
45-BED	100	0	100
46-BED	100	0	100
47-BED	100	0	100
48-BED	100	0	100
49-BED	100	0	100
50-BED	100	0	100

PROPOSED UNIT COUNTS

UNIT TYPE	PROPOSED	EXISTING	TOTAL
1-BED	100	0	100
2-BED	100	0	100
3-BED	100	0	100
4-BED	100	0	100
5-BED	100	0	100
6-BED	100	0	100
7-BED	100	0	100
8-BED	100	0	100
9-BED	100	0	100
10-BED	100	0	100
11-BED	100	0	100
12-BED	100	0	100
13-BED	100	0	100
14-BED	100	0	100
15-BED	100	0	100
16-BED	100	0	100
17-BED	100	0	100
18-BED	100	0	100
19-BED	100	0	100
20-BED	100	0	100
21-BED	100	0	100
22-BED	100	0	100
23-BED	100	0	100
24-BED	100	0	100
25-BED	100	0	100
26-BED	100	0	100
27-BED	100	0	100
28-BED	100	0	100
29-BED	100	0	100
30-BED	100	0	100
31-BED	100	0	100
32-BED	100	0	100
33-BED	100	0	100
34-BED	100	0	100
35-BED	100	0	100
36-BED	100	0	100
37-BED	100	0	100
38-BED	100	0	100
39-BED	100	0	100
40-BED	100	0	100
41-BED	100	0	100
42-BED	100	0	100
43-BED	100	0	100
44-BED	100	0	100
45-BED	100	0	100
46-BED	100	0	100
47-BED	100	0	100
48-BED	100	0	100
49-BED	100	0	100
50-BED	100	0	100

PROPOSED UNIT COUNTS

UNIT TYPE	PROPOSED	EXISTING	TOTAL
1-BED	100	0	100
2-BED	100	0	100
3-BED	100	0	100
4-BED	100	0	100
5-BED	100	0	100
6-BED	100	0	100
7-BED	100	0	100
8-BED	100	0	100
9-BED	100	0	100
10-BED	100	0	100
11-BED	100	0	100
12-BED	100	0	100
13-BED	100	0	100
14-BED	100	0	100
15-BED	100	0	100
16-BED	100	0	100
17-BED	100	0	100
18-BED	100	0	100
19-BED	100	0	100
20-BED	100	0	100
21-BED	100	0	100
22-BED	100	0	100
23-BED	100	0	100
24-BED	100	0	100
25-BED	100	0	100
26-BED	100	0	100
27-BED	100	0	100
28-BED	100	0	100
29-BED	100	0	100
30-BED	100	0	100
31-BED	100	0	100
32-BED	100	0	100
33-BED	100	0	100
34-BED	100	0	100
35-BED	100	0	100
36-BED	100	0	100
37-BED	100	0	100
38-BED	100	0	100
39-BED	100	0	100
40-BED	100	0	100
41-BED	100	0	100
42-BED	100	0	100
43-BED	100	0	100
44-BED	100	0	100
45-BED	100	0	100
46-BED	100	0	100
47-BED	100	0	100
48-BED	100	0	100
49-BED	100	0	100
50-BED	100	0	100

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EXHIBIT "D"

EXHIBIT D: TIMELINES/FAST TRACK

The parties agree to use all best efforts to adhere to the following timelines for the review of the Developer's Development applications for the Owner's Parcels:

a. The Planning Board's authorized designee shall examine the Developer's Development applications with diligence and shall report to Developer that the application is either complete or incomplete within forty-five (45) days after submission of the application to the Planning Board and shall provide Developer with a detailed list of deficiencies, if any, from the checklist governing the application. The Planning Board's authorized designee shall provide this notification in writing, in a single completion letter, and may not amend the list of deficiencies once submitted to Developer. Developer shall provide all materials found by the Planning Board's authorized designee as deficiencies from the checklist that are listed in the completeness letter no less than ten (10) days prior to the next regularly scheduled Planning Board hearing.

b. The Planning Board shall thereafter accept any additional information required by the completeness review letter, and shall consider whether the application is complete in accordance with newly submitted information at its next regular meeting following receipt of such necessary additional information, provided Developer complies with Paragraph c above.

c. This Paragraph is not intended to modify or alter the provisions of N.J.S.A. 40:55D-10.3, but is tailored to encourage the Planning Board to deliberate and decide on completeness in an expeditious fashion, with the parties' intent that the Planning Board not protract the process beyond the statutory maximum permitted time periods. Developer may request a submission waiver from the Planning Board checklist requirements in accordance with Planning Board procedures.

d. Once deemed complete, Developer's application shall be reviewed in accordance with applicable law, so that the Planning Board shall make a decision concerning the proposed project within ninety-five (95) days following submission of a complete application, if no variance is requested, or one hundred twenty (120) days following submission of a complete application, if any bulk variance pursuant to N.J.S.A. 40:55D-70(c) is requested, except as said time frame may be extended by Developer. The parties recognize that the final Ordinance or Redevelopment Plan may differ from that proposed in this Settlement, but shall not substantially alter the standards necessary to permit the Development in accordance with Exhibits A, B and C without voiding this Agreement. No further Mt. Laurel contributions to the Borough or modifications of the design of the Developer except as set forth on Exhibits A, B, and C, except as provided by this Agreement or by mutual agreement among the parties, shall be required of Developer. All plans for the residential component of the projects shall be in accordance with the Residential Site Improvement Standards ("RSIS"), as then promulgated by the State of New Jersey.

e. Developer shall post professional review escrow fees in accordance with Municipal Land Use Law (N.J.S.A. 40:55D-1 (et. seq.)) and Borough ordinances for the Borough's costs for professional consultants, including engineers, planners and attorneys for all public hearings on this application.

f. A Resolution of Memorialization shall be adopted no later than forty-five (45) days following Planning Board action regarding the project and any required Developer's Agreement or other Borough approvals shall be prepared and executed by the parties not later than sixty (60) days following the approval of a Resolution of Memorialization.

EXHIBIT "E"

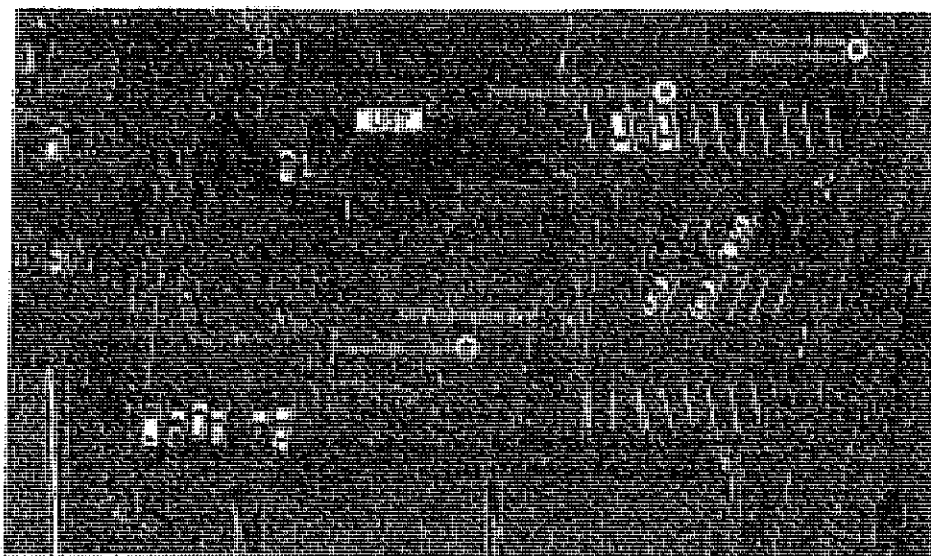


FIG. 1. The approximate location of the UST.

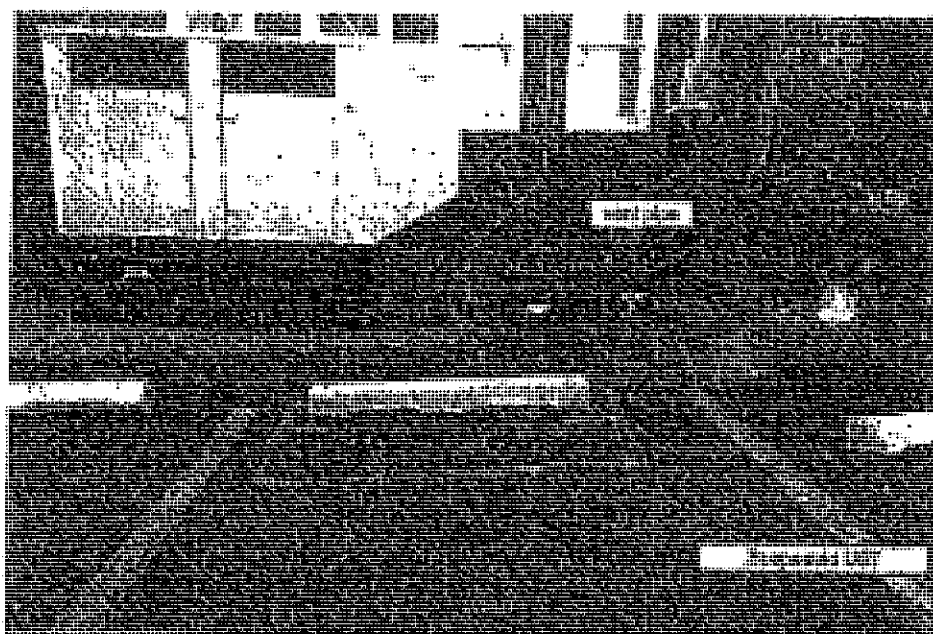


FIG. 2. The suspected UST and the forced vent pipe were marked with pink spray paint.